

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

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<i>In re:</i>	:	Chapter 11
	:	
WASHINGTON MUTUAL, INC., <u>et al.</u> , ¹	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	(Jointly Administered)
	:	
	X	Re: D.I. 9181

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

Upon the motion, dated December 12, 2011 (the "Motion"),² of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (together, the "Debtors"), pursuant to sections 105, 502, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003, 3017, 3018, 3019, 3020 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1 and 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), for an order (i) approving the proposed *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated December 12, 2011 (the "Proposed Disclosure Statement") for the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to*

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.

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



Chapter 11 of the United States Bankruptcy Code, dated December 12, 2011 (as may be amended, the “Plan”), and the form and manner of the notice of the hearing on the Proposed Disclosure Statement; (ii) establishing solicitation and voting procedures; (iii) scheduling a confirmation hearing; and (iv) establishing notice and objection procedures in respect of confirmation of the Plan, all as more fully described in the Motion; and certain objections having been filed to the approval of the Proposed Disclosure Statement (collectively, the “Objections”); and the Debtors having filed an omnibus response to the Objections on January 9, 2012 (the “Response”); and the Bankruptcy Court having held a hearing on January 11, 2012 to consider the relief requested in the Motion, the Objections, and the Response (the “Hearing”) with the appearances of all interested parties noted in the record of the Hearing; and upon the record of the Hearing, and all of the proceedings before the Bankruptcy Court, the Bankruptcy Court hereby finds and determines the following:

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

Jurisdiction and Venue

B. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b).

C. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Bankruptcy Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334.

The Disclosure Statement

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

necessary.

Objections to the Proposed Disclosure Statement

F. All Objections, responses to, and statements and comments, if any, in opposition to the Proposed Disclosure Statement, other than those withdrawn in their entirety prior to, or on the record at, the Hearing, shall be, and hereby are, **overruled in their entirety** for the reasons stated on the record and, notwithstanding the foregoing, no Objection shall be considered an objection to confirmation of the Plan unless such objection is interposed in accordance with the procedures for objecting to confirmation of the Plan set forth herein.

Notice of the Disclosure Statement Hearing

G. On December 12, 2011, the Debtors filed the Plan and the Proposed Disclosure Statement. On the same day, the Debtors filed and served a notice of the Hearing [D.I. 9180] (the "Disclosure Statement Notice"), a copy of which is annexed hereto as Exhibit 2.

H. In accordance with Bankruptcy Rule 9006(c), the Debtors have shown cause to shorten the 28-day notice period provided in Bankruptcy Rule 2002(b) by five (5) days. Actual notice of the Hearing and the deadline for filing objections to the Proposed Disclosure Statement, pursuant to the Disclosure Statement Notice, was provided to parties in accordance with Bankruptcy Rules 2002 and 3017. The Disclosure Statement Notice constitutes good and sufficient notice, comports with due process, and no other or further notice is necessary. In addition, the Debtors' provision of copies of the Proposed Disclosure Statement and Plan with the Disclosure Statement Notice to the parties set forth in the Motion complies with Bankruptcy Rule 3017(a).

Procedures for Filing Objections to the Proposed Disclosure Statement

I. Furthermore, the procedures set forth in the Motion and the Disclosure Statement Notice for filing objections to the Proposed Disclosure Statement are appropriate

based upon the particular needs of these chapter 11 cases and comply with Bankruptcy Rules 2002 and 3017(a).

Balloting, Voting, and Election Procedures

J. The procedures, set forth below, for the solicitation and tabulation of (i) votes to accept or reject the Plan and (ii) elections with respect thereto provide for a fair and equitable process and are consistent with section 1126 of the Bankruptcy Code.

Parties Entitled to Vote

K. Pursuant to the Plan, Claims and Equity Interests in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 5 (JPMC Rabbit Trust/Policy Claims), Class 6 (Other Benefit Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), Class 12 (General Unsecured Claims), Class 12A (Late-Filed Claims filed on or prior to the General Record Date), Class 13 (Convenience Class Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 18 (Subordinated Claims), Class 19 (Preferred Equity Interests), and Class 22 (Common Equity Interests) are impaired and are entitled to receive distributions under the Plan and, accordingly, holders of Claims and Equity Interests in such Classes (to the extent eligible) are entitled to vote on account of such Claims and Equity Interests (collectively, the “Voting Entities”).

Non-Voting Creditors and Interest Holders

L. Pursuant to the Plan, Claims in Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), and Class 7 (Qualified Plan Claims) are unimpaired (the “Unimpaired Claims”) and, accordingly, pursuant to section 1126(f) of the Bankruptcy Code,

holders of such Claims are conclusively presumed to accept the Plan and are not entitled to vote on account of such Claims.

M. Holders of Claims in Class 17B (Subordinated Notes Claims) will not receive any distribution under the Plan and, consequently, such holders are deemed to reject the Plan and are not entitled to vote on account of such Claims (the “Non-Recovering Claims”). Additionally, holders of Equity Interests in Class 21 (Dime Warrants) and Disputed Claims in Classes 12 and 12A hold disputed Claims and Equity Interests and are not entitled to vote on account of such Claims or interests (the “Disputed Claims and Interests”).

N. In accordance with Bankruptcy Rule 3019, resolicitation of votes from holders of Claims in Class 17A (WMB Senior Notes Claims) (the holders of such Claims, collectively with the holders of the Unimpaired Claims, the Non-Recovering Claims, and the Disputed Claims and Interests, the “Non-Voting Creditors and Interest Holders”) is not necessary because the modifications incorporated in the Plan (as compared to the Sixth Amended Plan or the Modified Sixth Amended Plan) do not adversely affect the treatment of the WMB Senior Notes Claims.

Certain Holders of Claims and Equity Interests Must Elect to Grant Non-Debtor Releases to Receive a Distribution Pursuant to the Plan

O. The proposed procedures for collecting certain stakeholders’ elections with respect to the Non-Debtor Release Provision are appropriate and address the particular needs of these Chapter 11 Cases. The Debtors shall not solicit elections regarding the Non-Debtor Release Provision from holders of (i) Claims in Classes 1, 4, and 7, which are to be paid or satisfied in full, and shall not be subject to the releases set forth in the Non-Debtor Release Provision; (ii) WMB Subordinated Notes Claims in Class 17B, because they will not receive any distribution pursuant to the Plan; or (iii) Claims in Class 17A, as well as Non-Filing WMB

Senior Note Holders, because such holders shall remain bound by the release elections such holders submitted with respect to the Sixth Amended Plan or the Modified Sixth Amended Plan, as the case may be.

Certain Holders of Claims May Make New or Revised Distribution Elections

P. The proposed procedures for collecting certain stakeholders' elections with respect to the Runoff Notes Elections and/or Reorganized Common Stock Elections are appropriate, address the particular needs of these Chapter 11 Cases, and will ensure that all holders of Allowed Claims are given the opportunity to elect to receive value in full satisfaction of such holders' Claims on the Effective Date, prior to any distribution of value on account of Claims that are junior or subordinate to such Claims.

Solicitation Packages

Q. The content and proposed distribution of the Solicitation Packages complies with Bankruptcy Rule 3017(d).

Ballots

R. The ballots substantially in the forms annexed hereto as Exhibits 4-1(5), 4-1(6), 4-1(8), 4-1(9), 4-1(10), 4-1(11), 4-1(13), 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8(3), 4-8(14), 4-8(15D), 4-8(15W), 4-9(3), 4-9(14), 4-9(15D), 4-9(15W), 4-10, 4-11, 4-12(P), 4-12(R), 4-13(P), 4-13(R), 4-14, 4-15, and 4-16 (collectively, the "Ballots"), including all instructions provided therein, are consistent with Official Form No. 14, address the particular needs of these Chapter 11 Cases, and provide adequate information and instructions for each individual entitled to vote to accept or reject and make certain elections with respect to the Plan. No other or further information or instructions are necessary.

Election Forms

S. The election forms substantially in the forms annexed hereto as Exhibits

4-17, 4-17(A), 4-18, 4-19, 4-20, 4-21(P), 4-21(R), and 4-22 (collectively, the “Election Forms”), including all instructions provided therein, address the particular needs of these Chapter 11 Cases and provide adequate information and instructions for each individual entitled to make certain elections pursuant to the Plan. No other or further information or instructions are necessary.

Notice of Non-Voting Status

T. The Notices of Non-Voting Status, substantially in the forms annexed hereto as Exhibits 5-1, 5-2, 5-3, and 5-4, comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and, together with the Confirmation Hearing Notice, provide adequate notice to Non-Voting Creditors and Interest Holders of their non-voting status. No other or further notice is necessary.

Letters in Support

U. The letters in support of the Plan, from the Debtors, the Creditors’ Committee, and the Equity Committee, substantially in the forms annexed hereto as Exhibits 6-1, 6-2, and 6-3 ^{as well as the letters voicing opposition to the Plan, b-4, and b-5} respectively, comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are appropriate for these Chapter 11 Cases.

Notice

V. The proposed distribution and contents of the Solicitation Packages, and the related procedures set forth herein, comply with Bankruptcy Rules 2002 and 3017, and constitute sufficient notice to all interested parties of the Record Date, Voting and Election Deadline, Plan Objection Deadline, the Confirmation Hearing, and all related matters.

W. The period, set forth below, during which the Debtors may solicit acceptances and elections with respect to the Plan is a reasonable and sufficient period of time for Entities to make an informed decision regarding whether to accept or reject the Plan and

elections with respect thereto and timely return Ballots and Election Forms evidencing such decisions.

X. Furthermore, in accordance with Bankruptcy Rule 9006(c), the Debtors have shown cause exists to shorten the 28-day notice period provided in Bankruptcy Rule 2002(b) by seven (7) days with respect to the Plan Objection Deadline.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

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

The Disclosure Statement

3. The Proposed Disclosure Statement (as approved, the "Disclosure Statement," a copy of which is annexed hereto as Exhibit 1), contains adequate information in accordance with section 1125 of the Bankruptcy Code, and is **APPROVED**.

Solicitation and Voting Procedures

Voting Entities

4. Voting Entities are entitled to vote to accept or reject the Plan; **provided**, **however**, that a Voting Entity is not entitled to vote to the extent that:
 - (a) as of the Record Date, the outstanding amount of such creditor's claim is not greater than zero dollars (\$0.00);
 - (b) as of the Record Date, such creditor's claim has been disallowed, expunged, disqualified, or suspended;
 - (c) such creditor has not filed a proof of claim as of the Record Date and the Debtors have either not listed such creditor's claim on the Debtors'

Schedules, or have listed such claim on the Schedules as contingent, unliquidated, or disputed; or

- (d) such creditor's claim is subject to an objection or request for estimation as of the Record Date.

Temporary Allowance / Disallowance of Claims

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

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

- (g) If the Debtors have filed an objection to or request for estimation of a claim on or before the Record Date, such claim is temporarily disallowed, except as ordered by the Bankruptcy Court before the Voting and Election Deadline; **provided, however**, that, if the Debtors' objection seeks to reclassify or reduce the allowed amount of such claim, then such claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be ordered by the Bankruptcy Court before the Voting and Election Deadline.

6. If any Creditor seeks to challenge the allowance (or disallowance, as the case may be) of its Claim for voting purposes – i.e., the Creditor believes it should be entitled to vote or believes it should be entitled to vote in a different Class or amount – such Creditor shall file with the Bankruptcy Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes (a “Rule 3018(a) Motion”). Upon the filing of any such motion, such Creditor's Ballot shall be counted in accordance with the above-designated guidelines unless temporarily allowed in a different amount by an order of the Bankruptcy Court entered prior to or concurrent with entry of an order confirming the Plan. Any Rule 3018(a) Motion must be filed on or before the tenth (10th) day after service of notice of an objection or request for estimation, if any, as to that specific Claim, but in any event no later than **January 18, 2012 at 4:00 p.m. (Eastern Time)**.

7. The deadline for the Debtors to respond to any Rule 3018(a) Motion is **January 25, 2012 at 4:00 p.m. (Eastern Time)**.

8. To the extent that a Rule 3018(a) Motion is filed and opposed by the Debtors, a hearing with respect thereto shall be held on **February 1, 2012 at 10:30 a.m. (Eastern Time)**.

9. Each Creditor or interest holder that votes to accept or reject the Plan is deemed to have voted the full amount of its Claim or interest herefor.

Classification of Late-Filed Claims

10. If a holder of a Late-Filed Claim in Class 12A (including Disputed Claims in Class 12A) disagrees with the classification of such Claim and believes that such Claim should be properly classified as a General Unsecured Claim in Class 12 (or Disputed Claim in Class 12) even though such Claim was filed after the Bar Date, then such holder must file a motion seeking reclassification (a "Reclassification Motion") by the Plan Objection Deadline (as defined herein).

11. Any holder that fails to file a Reclassification Motion by the Plan Objection Deadline will be deemed to have waived any and all rights to later seek reclassification of such holder's Late-Filed Claim (or Disputed Claim). The Debtors shall send, to holders that timely file a Reclassification Motion, an Election Form on which such holders may submit a contingent Distribution Election, which shall be effective for each electing holder to the extent that such holder is determined, pursuant to a Final Order, to hold an Allowed General Unsecured Claim in Class 12 against the Debtors.

Election Procedures

12. All holders of Claims or Equity Interests, as the case may be, in impaired Classes entitled to receive distributions pursuant to the Plan (except holders of WMB Senior Notes Claims in Class 17A) must submit revised elections regarding the Non-Debtor Release Provision. Specifically, all (i) holders of Claims in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, and 18, (ii) holders of Disputed Claims in Classes 12 and 12A, (iii) holders of Dime Warrants in Class 21, and (iv) holders of Equity Interests in Classes 19 and 22, must submit elections regarding the Non-Debtor Release Provision. **ALL PRIOR RELEASE ELECTIONS -- EXCEPT WITH RESPECT TO CLASS 17A AND NON-FILING WMB SENIOR NOTE HOLDERS -- SHALL BE DISREGARDED; provided, however,** that Release Elections

submitted by holders of REIT Series in Class 19 pursuant to the Sixth Amended Plan will be the only elections honored for determining which holders are entitled to receive a supplemental distribution from JPMC pursuant to Section 23.1 of the Plan, such elections will remain binding on such holders, and such holders will be deemed "Releasing REIT Trust Holders" pursuant to the Plan; **provided, however**, that all holders of REIT Series must submit or resubmit, as the case may be, Release Elections in connection with the Plan in order to receive a distribution from the Debtors.

13. All holders of Claims in Classes 2, 3, 12, 14, and 15, holders of Disputed Claims in Class 12, and holders of Dime Warrants in Class 21 may make the Runoff Notes Election, as applicable.

14. Holders of Claims in Classes 2, 3, 12, 14, and 15 that make the Runoff Notes Election, holders of Claims in Class 16 (who may receive Runoff Notes by default), holders of Disputed Claims in Class 12 that make a contingent Runoff Notes Election, and holders of Dime Warrants in Class 21 that make a contingent Runoff Notes Election, may make their Reorganized Common Stock Election, as applicable. **ALL PRIOR STOCK ELECTIONS SHALL BE DISREGARDED.**

The Record Date, the Publicly-Traded Securities Record Date, and the Mailing Record Date

15. The General Record Date shall be set as **January 6, 2012** for determining which holders of Claims in Class 5 (JPMC Rabbi Trust/Policy Claims), Class 6 (Other Benefit Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), Class 12 (General Unsecured Claims), Class 12A (Late-Filed Claims), Class 13 (Convenience Claims), and Class 18 (Subordinated Claims), are entitled to vote on the Plan, as well as for purposes of determining which holders of Disputed Claims in

Class 12 and 12A are entitled to make elections with respect to the Plan. The Securities Record Date shall be set as the same date as the Voting and Election Deadline (i.e.: **February 9, 2012**)³ for determining which holders of Claims in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 19 (Preferred Equity Interests), and Class 22 (Common Equity Interests) are entitled to vote on the Plan, as well as for purposes of determining which holders in Class 21 (Dime Warrants) are entitled to make elections with respect to the Plan.

16. The Mailing Record Date shall be set as **January 6, 2012** for purposes of determining (i) which holders of Claims and Equity Interests in Class 2 (Senior Notes Claim), Class 3 (Senior Subordinated Notes Claims), Class 5 (JPMC Rabbi Trust / Policy Claims), Class 6 (Other Benefit Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), Class 12 (General Unsecured Claims), Class 12A (Late-Filed Claims), Class 13 (Convenience Claims), Class 14 (CCB-1 Guarantee Claims), Class 15 (CCB-2 Guarantee Claims), Class 16 (PIERS Claims), Class 18 (Subordinated Claims), Class 19 (Preferred Equity Interests), Class 21 (Dime Warrants), and Class 22 (Common Equity Interests) will be sent Ballots or Election Forms, as the case may be, and (ii) which Non-Voting Creditors and Interest Holders are entitled to receive Notices of Non-Voting Status.

17. With respect to transfers of Claims filed pursuant to Bankruptcy Rule 3001, the holder of a claim as of the General Record Date shall be the transferor of such claim and entitled to cast the Ballot with respect to that Claim unless the documentation

³ Or, with respect to holders of Dime Warrants in Class 21, February 29, 2012.

evidencing such transfer was docketed by the Bankruptcy Court on or before the General Record Date and no timely objection with respect to such transfer was filed by the transferor.

18. Whether an entity is the record holder of a Claim or Equity Interest shall be determined, as of the applicable Record Date or Mailing Record Date, based upon the records of The Depository Trust Company, WMI, BNY Mellon as (transfer agent), and KCC.

Solicitation Packages

19. The Solicitation Packages, as described in paragraph 21 hereof, are **APPROVED**.

20. The Debtors shall mail the Solicitation Packages within five (5) Business Days after the entry of this Order (the "Solicitation Date"), to: (a) the U.S. Trustee, (b) counsel to the Creditors' Committee; (c) counsel to the Equity Committee; (d) the SEC; (e) the IRS, (f) the Dep't of Justice, (g) any other party requesting service of pleadings in these chapter 11 cases pursuant to Bankruptcy Rule 2002, (h) all Creditors who are listed on the Debtors' Schedules or who have filed a proof of claim by the General Record Date, and (i) all Equity Interest holders.

21. Solicitation Packages shall contain copies of –
- (a) this Order (without attachments);
 - (b) the Confirmation Hearing Notice;
 - (c) a CD-ROM containing the Disclosure Statement, which shall include, among other things, a copy of the Plan;
 - (d) letters in support of the Plan, from the Debtors, the Creditors' Committee, and the Equity Committee, substantially in the forms annexed hereto as Exhibits 6-1, 6-2, and 6-3;
 - (e) if the recipient is entitled to vote on the Plan in Class 16, a letter voicing opposition to the Plan, substantially in the form annexed hereto as Exhibit 6-4;

- (f) if the recipient is entitled to vote on the Plan in Class 19, a letter voicing opposition to the Plan, substantially in the form annexed hereto as Exhibit 6-5; and
- (g) if the recipient is entitled to vote on the Plan, a Ballot customized for such holder and conforming to Official Bankruptcy Form No. 14, in the form approved herein; **OR**
- (h) if the recipient is not entitled to vote on the Plan, but is entitled to make certain elections with respect thereto, an Election Form, in the form approved herein, as well as a Notice of Non-Voting Status, in the form annexed hereto as Exhibit 5-4; **OR**
- (i) if the recipient is a Non-Voting Creditor or Interest Holder, and is not entitled to make elections with respect to the Plan, then **only** the Confirmation Hearing Notice and a Notice of Non-Voting Status, as defined and in one of the forms approved herein.

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

23. The Debtors shall not be required to send Solicitation Packages to Creditors that have Claims that have already been paid in full; **provided, however**, that, if, and to the extent that, any such Creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that such Claim had been paid by the Debtors, then the

Debtors shall send such Creditor a Solicitation Package in accordance with the procedures set forth herein.

24. The Debtors are excused from mailing Solicitation Packages or any other materials related to confirmation of the Plan to those entities listed at addresses from which the Debtors received, following solicitation of the Modified Sixth Amended Plan, mailings returned as undeliverable by the United States Postal Service, unless the Debtors are provided with a new mailing address before the Solicitation Date. Failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting and Election Deadline and shall not constitute a violation of Bankruptcy Rule 3017(d).

Ballots

25. The Ballots are **APPROVED**.

26. To holders of Claims in Classes 5, 6, 8, 9, 10, 11, and 13 that are eligible to vote, the Debtors shall send a General Ballot substantially in the forms annexed hereto as Exhibits 4-1(5), 4-1(6), 4-1(8), 4-1(9), 4-1(10), 4-1(11), and 4-1(13), respectively.

27. To holders of General Unsecured Claims in Class 12 that are eligible to vote, the Debtors shall send a General Unsecured Claims Ballot substantially in the form annexed hereto as Exhibit 4-2.

28. To holders of Late-Filed Claims in Class 12A that are eligible to vote, the Debtors shall send a Class 12A Ballot substantially in the form annexed hereto as Exhibit 4-3.

29. To WMI, as the holder of PIERS Units representing PIERS Common Securities in Class 16, the Debtors shall send a Class 16 Common Ballot substantially in the form annexed hereto as Exhibit 4-4.

30. To holders of Subordinated Claims in Class 18 that are eligible to vote, the Debtors shall send a Subordinated Claims Ballot substantially in the form annexed hereto as Exhibit 4-5.

31. To holders of Senior Notes Claims in Class 2, Senior Subordinated Notes Claims in Class 3, CCB-1 Guarantees Claims in Class 14, CCB-2 Guarantees Claims in Class 15, and PIERS Units in Class 16, that are eligible to vote, the Debtors shall send Ballots in substantially the same form as the General Unsecured Claims Ballot; **provided, however,** the Debtors shall provide each Voting Nominee with a master Ballot and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Beneficial Ballot. Specifically, for holders of Senior Notes Claims in Class 2 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 2 Master Ballot substantially in the form annexed hereto as Exhibit 4-6 and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 2 Beneficial Ballot substantially in the form annexed hereto as Exhibit 4-7.

32. For holders of Senior Subordinated Notes Claims in Class 3 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 3 Master Ballot substantially in the form annexed hereto as Exhibit 4-8(3) and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 3 Beneficial Ballot substantially in the form annexed hereto as Exhibit 4-9(3). For holders of CCB-1 Guarantees Claims in Class 14 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 14 Master Ballot substantially in the form annexed hereto as Exhibit 4-8(14) and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 14 Beneficial Ballot substantially in the form annexed hereto as Exhibit 4-9(14).

For holders of CCB-2 Guarantees Claims in Class 15 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 15 Master Ballot substantially in the forms annexed hereto as Exhibits 4-8(15D) and 4-8(15W), as appropriate, and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 3 Beneficial Ballot substantially in the forms annexed hereto as Exhibit 4-9(15D) and 4-9(15W), as appropriate.

33. For holders of PIERS Claims in Class 16 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 16 Master Ballot substantially in the form annexed hereto as Exhibit 4-10 and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 16 Beneficial Ballot substantially in the form annexed hereto as Exhibit 4-11.

34. For holders of Preferred Equity Interests in Class 19 entitled to vote, the Debtors shall provide each Voting Nominee with a Class 19 Master Ballot, substantially in the forms annexed hereto as Exhibits 4-12(P) and 4-12(R), as appropriate, and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 19 Beneficial Ballot substantially in the forms annexed hereto as Exhibit 4-13(P) and 4-13(R), as appropriate.

35. To registered holders of Common Equity Interests who hold such securities directly, the Debtors shall send a Class 22 Direct Ballot substantially in the form annexed hereto as Exhibit 4-14. With regard to holders of Common Equity Interests that hold through Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 22 Master Ballot substantially in the form annexed hereto as Exhibit 4-15 and Solicitation Packages

for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 22 Ballot substantially in the form annexed hereto as Exhibit 4-16.

36. Each Voting Nominee must forward the Solicitation Package to each beneficial holder with instructions for the beneficial holder to return the Beneficial Ballot to the Voting Nominee. Upon return of the Beneficial Ballots, the Voting Nominee shall tabulate the Beneficial Ballots on a Master Ballot, tender the beneficial holder's securities into certain election accounts, as appropriate, and return the Master Ballot, but not copies of the Beneficial Ballots, to KCC. The Voting Nominee shall provide each beneficial holder with the appropriate materials within **two (2) Business Days** after receipt of the Solicitation Packages. Voting Nominees may not "prevalidate" Beneficial Ballots or instruct beneficial holders to return such Ballots directly to KCC.

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

38. In lieu of returning copies of any Beneficial Ballots received to KCC, Voting Nominees shall input certain registration information regarding their beneficial holders at a website maintained by KCC. **Additionally, Voting Nominees shall retain such original, completed, executed Beneficial Ballots for one (1) year after the Voting and Election Deadline, and shall, upon written request from the Debtors, submit such Beneficial Ballots to KCC so as to be received within two (2) Business Days of such written request.**

Election Forms

39. The Election Forms are **APPROVED**.

40. To holders of Disputed Claims in Classes 12 and 12A, the Debtors shall send Class 12 Disputed Claim Election Forms and Class 12A Disputed Claim Election Forms substantially in the forms annexed hereto as Exhibits 4-17 and 4-17(A), respectively.

41. To registered holders of Dime Warrants who hold such securities directly, the Debtors shall send Class 21 Direct Election Forms substantially in the form annexed hereto as Exhibit 4-18. With regard to holders of Dime Warrants that hold through Voting Nominees, the Debtors shall provide each Voting Nominee with a Class 21 Master Election Form substantially in the form annexed hereto as Exhibit 4-19 and Solicitation Packages for each beneficial holder represented by the Voting Nominee, each of which shall contain a Class 21 Beneficial Election Form substantially in the form annexed hereto as Exhibit 4-20.

42. Finally, with regards to beneficial holders of Equity Interests in Classes 19 and 22 that fail to return their completed and executed Beneficial Ballots to their Voting Nominees in time, such that their votes are not able to be tabulated by the Voting Nominees on their respective Master Ballots, such holders may still return their Beneficial Ballots to their Voting Nominees so that their Release Elections may be accepted and processed. In order for such beneficial holders' Release Elections to be processed, the respective Voting Nominees must tabulate such elections on either a Class 19 Master Election Form or Class 22 Master Election Form, substantially in the forms annexed hereto as Exhibits 4-21(P), 4-21(R), and 4-22, as the case may be, and return such Master Election Form to KCC so that it is received by the Equity Release Election Deadline.

Notices of Non-Voting Status

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

44. To holders of Claims in Classes 1, 4, and 7, pursuant to the Plan, the Debtors shall send a Notice of Non-Voting Status substantially in the form annexed hereto as Exhibit 5-1. To holders of Claims in Class 17B, whose claims and interests are impaired and not entitled to receive distributions under the Plan, the Debtors shall send a Notice of Non-Voting Status substantially in the form annexed hereto as Exhibit 5-2. To holders of WMB Senior Notes Claims in Class 17A, the Debtors shall send a Notice of Non-Voting Status substantially in the form annexed hereto as Exhibit 5-3. To holders of Dime Warrants in Class 21 and Disputed Claims in Classes 12 and 12A, the Debtors shall send a Notice of Non-Voting Status substantially in the form annexed hereto as Exhibit 5-4.

45. With respect to service of the Notices of Non-Voting Status on holders of the Debtors' publicly-traded securities as reflected in the records maintained by the Debtors' transfer agent(s) (the "Non-Voting Securities"), the Debtors shall send the Notices of Non-Voting Status as follows:

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

The Voting and Election Deadline

46. The Voting and Election Deadline is set as **February 9, 2012 at 5:00 p.m. (Pacific Time)**; provided, however, that, in accordance with that certain *Order Regarding Notice Pursuant to Bankruptcy Rule 7023 and Federal Rule of Civil Procedure 23(e)*, dated January 11, 2012 and that certain *Summary Notice of (I) Pendency of Class Action and Proposed Settlement*,

and (II) Settlement Fairness Hearing, dated January 12, 2012, such deadline is February 29, 2012 at 5:00 p.m. (Pacific Time) for holders of Dime Warrants in Class 21 only.

47. With respect to holders of Equity Interests in Classes 19 and 22 only, the Equity Release Election Deadline is set as **February 28, 2012 at 5:00 p.m. (Pacific Time)**, or such later date as agreed to by the Debtors and the Equity Committee or otherwise ordered by the Court; provided, however, that notice of any later date shall be posted with DTC and at www.kccllc.net/wamu.

48. All Ballots (excluding Beneficial Ballots) and Election Forms must be properly executed, completed, and delivered to KCC by first-class mail, overnight courier, or personal delivery, so that they are **actually received** by KCC no later than the Voting and Election Deadline (or, with respect to Release Elections submitted by holders of Equity Interests in Classes 19 and 22, the Equity Release Election Deadline).

49. Pursuant to Section 31.6(c) of the Plan, in the event that a holder of a Claim entitled to a distribution pursuant to the Plan who is required to grant the releases set forth in Section 41.6 of the Plan in order to receive such distribution fails to execute and deliver such release prior to the Voting and Election Deadline (other than (a) holders that affirmatively elect to opt out of granting the releases provided in Section 41.6, (b) holders in Unimpaired Classes (specifically, Classes 1, 4, and 7) that are not subject to such releases, and (c) 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, as the case may be (but not Runoff Notes), otherwise to be distributed to each such holder, (ii) shortly following the three (3), six (6), and nine (9) month anniversaries of the Effective Date, as noted above, the Liquidating Trustee shall

serve a notice upon such holders containing a post-Effective Date release form, and (iii) such post-Effective Date release form must be received by the Liquidating Trustee no later than the one (1) year anniversary of the Effective Date. In the event that a holder of a Claim seeks to receive and execute a post-Effective Date release form in accordance with Section 31.6(c) of the Plan at any time from and after the Effective Date, 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 Liquidating Trustee to receive a post-Effective Date release form, and the Liquidating Trustee will send a post-Effective Date release form to such requesting holder within five (5) Business Days following the date such trustee receives such request.

Additionally, pursuant to the Plan, no post-Effective Date release forms will be provided to (a) any holders of Claims in Class 17A or Non-Filing WMB Senior Note Holders, or (b) following the Equity Release Election Deadline, any holders of Equity Interests in Classes 19 or 22. Release Elections, except with respect to Equity Interests submitted prior to the Equity Release Election Deadline, whether submitted in accordance with Section 31.6(c) of the Plan or otherwise, will not be accepted during the period between the Voting and Election Deadline and the Effective Date, and any Release Election submitted during such period shall not be recognized and shall be deemed null and void.

Tabulation Procedures

50. The following tabulation procedures are **APPROVED**:
- (a) **All prior votes (except with respect to Class 17A) received in connection with solicitation of the Sixth Amended Plan or the Modified Sixth Amended Plan shall be null and void, and of no further force and effect, and will be disregarded by the Debtors with respect to the Plan.**
 - (b) **All prior elections (except with respect to Class 17A) received in connection with solicitation of the Modified Sixth Amended Plan or the Sixth Amended Plan shall be null and void, and of no further**

force and effect, and will be disregarded by the Debtors with respect to the Plan; provided, however, that elections made by holders of REIT Series in Class 19 pursuant to the Sixth Amended Plan, with respect to a supplemental distribution to be received from JPMC in accordance with Section 23.1 of the Plan, will remain binding on such holders and will not be re-solicited.

- (c) Whenever a Creditor or Equity Interest holder casts more than one Ballot or Election Form voting or electing, as the case may be, with respect to the same Claim(s) or Interest(s) before the Voting and Election Deadline (or, with respect to Release Elections submitted by holders of Equity Interests in Classes 19 or 22, before the Equity Release Election Deadline), the last valid Ballot, or Election Form, as the case may be, received on or before the Voting and Election Deadline (or, with respect to Release Elections submitted by holders of Equity Interests in Classes 19 or 22, on or before the Equity Release Election Deadline), shall be deemed to reflect the holder's intent, and thus, to supersede any prior Ballot or Election Form, as applicable.
- (d) Whenever a Creditor or Equity Interest holder casts a Ballot that is properly completed, executed, and timely returned to KCC, but does not indicate either an acceptance or rejection of the Plan, the Ballot shall be deemed to reflect the voter's intent to accept the Plan.
- (e) Except with respect to Master Ballots, whenever a Creditor or Equity Interest holder casts a Ballot that is properly completed, executed, and timely returned to KCC, but indicates both an acceptance and a rejection of the Plan, the Ballot shall be deemed to reflect the voter's intent to accept the Plan.
- (f) Whenever an Equity Interest holder in Class 21 submits an Election Form that is properly completed, executed, and timely returned to KCC, but indicates both an election to grant and to not grant the Release Election, the Election Form shall be deemed to reflect the party's intent to grant the Release Election.
- (g) A holder of a Claim or Equity Interest shall be deemed to have voted/elected the full amount of its Claim or Equity Interest in each Class and shall not be entitled to split its vote/election within a particular Class. Any Ballot (except a Master Ballot) that partially accepts and partially rejects the Plan shall be deemed to reflect the voter's intent to accept the Plan.
- (h) Whenever a holder of a Claim or Equity Interests casts Ballots in the same Class received by KCC on the same day, but which are voted inconsistently, such Ballots shall be deemed to reflect the voter's intent to accept the Plan.

- (i) The following Ballots and Election Forms shall not be counted:
1. Any Ballot or Election Form received after the Voting and Election Deadline (or, with respect to Release Elections submitted by holders of Equity Interests in Classes 19 or 22, after the Equity Release Election Deadline), unless the Debtors shall have granted an extension of the applicable deadline in writing with respect to such Ballot or Election Form; **provided, however**, that, except with respect to (a) holders of WMB Senior Notes Claims and Non-Filing WMB Senior Note Holders, and (b) holders of Equity Interests in Classes 19 and 22, late-submitted elections with respect to the Non-Debtor Release Provision shall be honored in accordance with Section 31.6(c) of the Plan;
 2. Any Ballot or Election Form that is illegible or contains insufficient information to permit the identification of the submitting Entity;
 3. Any Ballot cast by a person or entity that does not hold a Claim or Equity Interest in a Class that is entitled to vote to accept or reject the Plan;
 4. Any Election Form submitted by a person or entity that is not entitled to submit elections with respect to the Plan;
 5. Any Ballot cast by a person who is not entitled to vote, even if such individual holds a Claim or Equity Interest in a Voting Class;
 6. Any unsigned Ballot or Election Form;
 7. Any Ballot with respect to which the Bankruptcy Court determines, after notice and a hearing, that such vote was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code; or
 8. Any Ballot or Election Form transmitted to KCC by facsimile or other means not specifically approved herein.
- (j) If a party that is entitled to vote has Claims (either scheduled or filed or both) against both of the Debtors based on the same transaction (e.g., a Claim against one Debtor that was guaranteed by another Debtor), the Debtors propose that said party shall be entitled to one vote for numerosity purposes in a dollar amount based upon its Claim against one of the Debtors.
- (k) A holder of a Claim or Equity Interest in more than one (1) Class must use separate Ballots or Election Forms, as the case may be, for each Class.

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

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

53. To the extent that holders of Claims or Equity Interests in Classes 2, 3, 14, 15, 16, 19, 21, and 22 do not tender or block, as the case may be, their securities on or before the Voting and Election Deadline (or, with respect to Release Elections submitted by holders of Equity Interests in Classes 19 or 22, on or before the Equity Release Election Deadline) into the appropriate election accounts, as set forth in more detail in the Ballots and Election Forms, such holders' Release Elections and Distribution Elections shall not be valid.

The Confirmation Hearing

54. The Confirmation Hearing will commence on **February 16, 2012 at 9:30 a.m. (Eastern Time)**; **provided, however,** that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court.

Objection Procedures

55. The Plan Objection Deadline is set as **February 7, 2012 at 4:00 p.m. (Eastern Time)**.

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

57. Registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

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

- (a) Washington Mutual, Inc.
1201 Third Avenue, Suite 3000
Seattle, Washington 98101
Attn: Charles Edward Smith, Esq.;
- (b) Office of the U.S. Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19899-0035
Attn: Jane Leamy, Esq.;
- (c) Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Brian S. Rosen, Esq.;
- (d) Richards Layton & Finger P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19899
Attn: Mark D. Collins, Esq.;
- (e) Quinn Emanuel Urquhart & Sullivan, LLP
55 Madison Avenue, 22nd Floor
New York, New York 10010
Attn: Peter Calamari, Esq.;
- (f) Elliott Greenleaf
1105 Market Street, Suite 1700
Wilmington, Delaware 19801
Attn: Neil R. Lapinski, Esq.;
- (g) Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Fred S. Hodara, Esq.;

- (h) Pepper Hamilton LLP
Hercules Plaza, Suite 5100
1313 N. Market Street
Wilmington, Delaware 19801
Attn: David B. Stratton, Esq.;
- (i) Susman Godfrey LLP
1201 Third Avenue, Suite 3800
Seattle, Washington 98101
Attn: Edgar G. Sargent, Esq.;
- (j) Ashby & Geddes, P.A.
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, Delaware 19899
Attn: William P. Bowden, Esq.;
- (k) Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attn: Robert A. Sacks, Esq.;
- (l) Landis Rath & Cobb LLP
919 Market Street, Suite 1800
P.O. Box 2087
Wilmington, Delaware 19899
Attn: Adam G. Landis, Esq.;
- (m) DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attn: Thomas R. Califano, Esq.; and
- (n) Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Attn: M. Blake Cleary, Esq.

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

59. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections no later than **three (3) Business Days** prior to the Confirmation Hearing. The Debtors are relieved from the page limit set forth in Local Rule 7007-2(a)(iv) when filing any brief or declaration in support of confirmation of the Plan.

60. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above shall not be considered and **SHALL BE DEEMED OVERRULED**.

61. **OBJECTIONS TO CONFIRMATION OF THE PLAN ASSERTED OR RAISED IN THE OBJECTIONS OR AT THE DISCLOSURE STATEMENT HEARING ARE OVERRULED, AND ANY PARTY SEEKING TO INTERPOSE AN OBJECTION TO THE PLAN MUST FILE SUCH OBJECTION IN ACCORDANCE WITH THE PROCEDURES SET FORTH HEREIN.**

Confirmation Hearing Notice

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

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

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

65. The Debtors are authorized to make nonsubstantive changes to the Disclosure Statement, the Plan, the Ballots, the Election Forms, and related documents, without

further order of the Bankruptcy Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages prior to mailing.

Dated: January 13, 2012
Wilmington, Delaware



THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

**Disclosure Statement
(Plan annexed thereto as Exhibit A)**

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE SEVENTH AMENDED PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

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

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

-and-

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

Attorneys for Debtors
and Debtors in Possession

Dated: January 12, 2012

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 925 Fourth Avenue, Suite 2500, Seattle, Washington 98104.

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EXHIBIT B: Disclosure Statement Order

EXHIBIT C: Updated Liquidation Analysis

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (THE "**DISCLOSURE STATEMENT**")² IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES AND ELECTIONS WITH RESPECT TO OF THE SEVENTH AMENDED JOINT PLAN OF WASHINGTON MUTUAL, INC. AND WMI INVESTMENT CORP. AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE SEVENTH AMENDED PLAN OR IN CONNECTION WITH AN ELECTION. NO SOLICITATION OF VOTES TO ACCEPT THE SEVENTH AMENDED PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE (THE "**BANKRUPTCY CODE**").

HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE AND/OR TO MAKE CERTAIN ELECTIONS WITH RESPECT TO THE SEVENTH AMENDED PLAN ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE SEVENTH AMENDED PLAN **IN THEIR ENTIRETY** BEFORE VOTING TO ACCEPT OR REJECT THE SEVENTH AMENDED PLAN OR MAKING ANY ELECTION WITH RESPECT THERETO, AND, WHERE POSSIBLE, CONSULT WITH COUNSEL OR OTHER ADVISORS PRIOR TO VOTING OR ELECTING. ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN ARTICLE X OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE SEVENTH AMENDED PLAN AND BEFORE MAKING ANY ELECTION WITH RESPECT THERETO. A COPY OF THE SEVENTH AMENDED PLAN IS ANNEXED HERETO AS EXHIBIT A. SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE SEVENTH AMENDED PLAN AND THE EXHIBITS ANNEXED THERETO. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFIED HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT DOES NOT IMPLY THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN SINCE SUCH DATE. IN THE EVENT OF ANY CONFLICT BETWEEN THE DESCRIPTIONS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE SEVENTH AMENDED PLAN, THE TERMS OF THE SEVENTH AMENDED PLAN WILL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SEVENTH AMENDED PLAN AND THE CONFIRMATION ORDER, THE TERMS AND PROVISIONS OF THE CONFIRMATION ORDER WILL GOVERN AND BE DEEMED A MODIFICATION OF THE SEVENTH AMENDED PLAN; PROVIDED, HOWEVER, THAT UNDER NO CIRCUMSTANCES SHALL THE CONFIRMATION ORDER MODIFY THE ECONOMIC TERMS SET FORTH IN THE SEVENTH AMENDED PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN ACCORDANCE WITH OTHER NON-BANKRUPTCY LAW.

CERTAIN OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE FORWARD LOOKING PROJECTIONS AND FORECASTS, BASED UPON CERTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON BY ANY PERSONS FOR ANY OTHER PURPOSE OTHER THAN BY HOLDERS OF CLAIMS AND EQUITY INTERESTS ENTITLED TO VOTE FOR THE PURPOSE OF DETERMINING WHETHER TO VOTE TO ACCEPT OR REJECT THE

² Capitalized terms not defined herein shall have the meaning ascribed to them in the Seventh Amended Plan (as defined below).

SEVENTH AMENDED PLAN, AND NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR LEGAL EFFECTS OF THE SEVENTH AMENDED PLAN ON HOLDERS OF CLAIMS OR EQUITY INTERESTS.

IRS CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, HOLDERS OF CLAIMS AND EQUITY INTERESTS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF CLAIMS OR EQUITY INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE TAX CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE DEBTORS OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND EQUITY INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

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

On September 26, 2008 (the "Petition Date"), Washington Mutual, Inc. ("WMI") and WMI Investment Corp. ("WMI Investment") and, together with WMI, the "Debtors") each commenced with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") a voluntary case pursuant to chapter 11 of the Bankruptcy Code.

The Debtors submit this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code in connection with the solicitation of acceptances and elections with respect to the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (as amended, modified or supplemented from time to time, the "Seventh Amended Plan").

Similar to the prior versions of the Debtors' plan of reorganization, the Seventh Amended Plan is premised upon and incorporates the terms of the Global Settlement Agreement (defined below), which the Bankruptcy Court has determined is fair, reasonable and in the best interests of the Debtors' estates. In addition, the Seventh Amended Plan incorporates each modification the Bankruptcy Court has specified as necessary to permit confirmation thereof. Furthermore, to resolve certain pending motions, appeals and anticipated objections that stood as potential impediments to, and were certain to further delay, confirmation, the Seventh Amended Plan contains a compromise and settlement among, and has the full support of, each of the Debtors, the Creditors' Committee, the Equity Committee and certain Creditor constituencies. Accordingly, the Debtors, together with the Creditors' Committee and the Equity Committee, believe the Seventh Amended Plan is in the best interest of all parties in interest and represents the most expeditious means for the Debtors to successfully emerge from the Chapter 11 Cases.

Unless otherwise defined herein, capitalized terms used, but not defined, herein shall have the same meanings ascribed to them in the Seventh Amended Plan. Annexed as exhibits to this Disclosure Statement are copies of the following documents:

1. Seventh Amended Plan – Exhibit A
2. Disclosure Statement Order – Exhibit B
3. Liquidation Analysis – Exhibit C

All exhibits to this Disclosure Statement are incorporated into and are part of this Disclosure Statement as if set forth in full herein.

I.
INTRODUCTION

A. Background

WMI, a holding company incorporated in the State of Washington, is the direct parent of WMI Investment, a Delaware corporation, which, as of the Petition Date, held a variety of securities and investments.

Prior to the Petition Date, WMI was a multiple savings and loan holding company that owned Washington Mutual Bank ("WMB") and, indirectly, WMB's subsidiaries, including Washington

Mutual Bank fsb (“FSB”). As of the Petition Date, WMI also had several non-banking, non-debtor subsidiaries. Like all savings and loan holding companies, prior to the Petition Date, WMI was subject to regulation by the Office of Thrift Supervision (the “OTS”). WMB and FSB, in turn, like all depository institutions with federal thrift charters, were subject to regulation and examination by the OTS. In addition, WMI’s banking and non-banking subsidiaries were overseen by various federal and state authorities, including the Federal Deposit Insurance Corporation (“FDIC”).

On September 25, 2008 (the “Receivership Date”), the OTS, by order number 2008-36, closed WMB, appointed the FDIC as receiver for WMB (the “FDIC Receiver”) and advised that the FDIC Receiver was immediately taking possession of WMB’s assets. Immediately after its appointment as receiver, the FDIC Receiver sold substantially all the assets of WMB, including, among other things, the stock of FSB, to JPMorgan Chase Bank, National Association (“JPMC”), pursuant to that certain Purchase and Assumption Agreement, Whole Bank, effective September 25, 2008 (the “Purchase and Assumption Agreement”) (publicly available at <http://www.fdic.gov/about/freedom/popular.html>), in exchange for payment of \$1.88 billion and the assumption of all of WMB’s deposit liabilities.

B. The Sixth Amended Plan and the January Opinion

On October 6, 2010, the Debtors filed the Sixth Amended Plan³ and a corresponding disclosure statement. The Debtors solicited votes and certain elections with respect to the Sixth Amended Plan and, as set forth in more detail in the materials filed by the Debtors in support of confirmation of the Sixth Amended Plan, four (4) impaired Classes voted to accept the Sixth Amended Plan, while an additional ten (10) Classes were deemed to accept the Sixth Amended Plan. A hearing to consider confirmation of the Sixth Amended Plan (the “December Confirmation Hearing”) commenced on December 2, 2010 and concluded on December 7, 2010.

On January 7, 2011, the Bankruptcy Court entered an opinion [D.I. 6528] (the “January Opinion”) ⁴ and related order [D.I. 6529] denying confirmation of the Sixth Amended Plan, but noting certain modifications to the Sixth Amended Plan that, if made, would permit confirmation thereof. As discussed in more detail in Section I.I.2 below, pursuant to the January Opinion, the Bankruptcy Court also determined that the compromise and settlement embodied in the Initial Global Settlement Agreement,⁵ upon which the Sixth Amended Plan was premised, and the transactions contemplated therein, are fair, reasonable, and in the best interests of the Debtors and their estates.

On January 19, 2011, the Equity Committee filed a notice of appeal of that portion of the January Opinion finding that the Initial Global Settlement Agreement satisfies the requisite standards for approval [D.I. 6575]. This action, styled as Official Committee of Equity Security Holders v. Washington Mutual, Inc., et al., Civil Action No. 11-158 (the “January Equity Committee Appeal”), is

³ Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code, dated October 6, 2010, as modified by (a) the first plan modification, dated October 29, 2010 [D.I. 5714], and (b) the second plan modification, dated November 24, 2010 [D.I. 6081] (collectively, the “Sixth Amended Plan”).

⁴ A full and complete copy of the January Opinion is available at <http://www.kccllc.net/wamu> or the Bankruptcy Court’s website, www.deb.uscourts.gov, and also is available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

⁵ Amended and Restated Settlement Agreement, dated as of October 6, 2010, by and among WMI and WMI Investment Corp., JPMC, the FDIC Receiver, FDIC Corporate, the Creditors’ Committee and certain other creditor constituencies (the “Initial Global Settlement Agreement”).

currently pending in the United States District Court for the District of Delaware (the "Delaware District Court"), as, by order, dated February 8, 2011 [D.I. 6703], the Bankruptcy Court denied the Equity Committee's motion for a direct appeal to the United States Court of Appeals for the Third Circuit. In the Delaware District Court, among other things, the Equity Committee has filed a motion for leave to appeal, which the Debtors opposed, and on which the Delaware District Court has not yet ruled. The January Equity Committee Appeal is discussed in more detail in Section V.B.5.b hereof.

C. The Modified Sixth Amended Plan and the September Opinion

In accordance with the January Opinion, the Debtors revised the Sixth Amended Plan and, on February 8, 2011, filed the Modified Sixth Amended Plan.⁶ Thereafter, the Debtors solicited votes and elections with respect thereto. As set forth in more detail in the materials filed by the Debtors in support of confirmation of the Modified Sixth Amended Plan twelve (12) of the fifteen (15) Classes entitled to vote on the Modified Sixth Amended Plan voted overwhelmingly to accept, while an additional four (4) Classes were deemed to accept the Modified Sixth Amended Plan.

Subsequently, with the full support of the Creditors' Committee, Equity Committee and major creditor constituencies, the Debtors adjourned the hearing on confirmation of the Modified Sixth Amended Plan, to permit, among other things, the negotiation and documentation of an agreed upon and announced understanding among the Equity Committee and certain other parties in interest regarding modifications to the Modified Sixth Amended Plan. After several weeks of efforts to document such understanding, the Equity Committee withdrew from negotiations and suggested the Debtors proceed with confirmation of the Modified Sixth Amended Plan.

Consequently, the Bankruptcy Court held a hearing to consider, among other things (as discussed below), confirmation of the Modified Sixth Amended Plan. The hearing commenced on July 13, 2011, and concluded on July 21, 2011 (the "July Confirmation Hearing"). Subsequent thereto, on August 10, 2011, various parties submitted post-hearing briefing with respect to, among other things, confirmation of the Modified Sixth Amended Plan, and, on August 24, 2011, the Bankruptcy Court held closing arguments (the "Closing Arguments").

On September 13, 2011, the Bankruptcy Court entered an Opinion [D.I. 8612] (the "September Opinion")⁷ and related order [D.I. 8613] (the "September Order") that, among other things: (i) found that the Bankruptcy Court has jurisdiction to approve the Global Settlement Agreement⁸ (September Opinion at 16, 22-23); (ii) reaffirmed its conclusion that the Global Settlement Agreement and all the transactions contemplated therein, including the settlement with holders of WMB Senior Notes

⁶ Modified Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of Bankruptcy Code, dated February 7, 2011 [D.I. 6696], as modified by (a) the first plan modification, dated March 16, 2011 [D.I. 6964], (b) the second plan modification, dated March 25, 2011 [D.I. 7040], and (c) the third plan modification, dated August 10, 2011 [D.I. 8423] (collectively, the "Modified Sixth Amended Plan").

⁷ A full and complete copy of the September Opinion is available at <http://www.kccllc.net/wamu> or the Bankruptcy Court's website, www.deb.uscourts.gov, and also is available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

⁸ Second Amended and Restated Global Settlement Agreement, dated as of February 7, 2011, by and among WMI and WMI Investment Corp., JPMC, the FDIC Receiver, FDIC Corporate, and the Creditors' Committee (as it has been and may be further amended, and together with all exhibits annexed thereto, the "Global Settlement Agreement").

discussed in Section V.B.5.g(i) hereof, are fair and reasonable (id. at 26, 35, 101); (iii) ordered that its ruling with respect to the Global Settlement Agreement constitutes the “law of the case” (id. at 27); (iv) overruled objections that the Modified Sixth Amended Plan was not proposed in good faith (id. at 73); (v) denied confirmation of the Modified Sixth Amended Plan, but identified certain modifications that, if incorporated, would permit confirmation thereof, as set forth in more detail in Section I.H.1 hereof; and (vi) directed certain parties to mediation (id. at 138), as discussed in more detail in Section I.E below.⁹

In addition to the foregoing, the Bankruptcy Court determined, pursuant to the September Opinion, that the present value of the projected income stream from the runoff of WMMRC’s existing portfolio, excluding any value attributed to potentially available net operating losses (“NOLs”), is \$140 million. (Id. at 43-45.) The Bankruptcy Court’s conclusion as to the present value of the projected income stream from the runoff of WMMRC’s existing portfolio was based in part on the testimony of the Debtors’ valuation expert at the hearing on confirmation of the Modified Sixth Amended Plan. (September Opinion at 44.) The \$140 million valuation established by the Bankruptcy Court for the projected income stream from the runoff of WMMRC’s existing portfolio was at the high end of the valuation expert’s range of values for that projected income stream. (Id. at 45.) The valuation expert’s valuation of WMMRC’s existing portfolio was primarily based on a discounted cash flow analysis that assumed, among other things, (i) that Reorganized WMI would achieve the Debtors’ projections in all material respects, and (ii) a thirteen percent (13%) to fifteen percent (15%) range for the weighted average cost of capital. The Bankruptcy Court determined, in the context of the Modified Sixth Amended Plan, that the total enterprise value for Reorganized WMI, including potentially available NOLs, is \$210 million (id. at 62).

D. The Equity Committee Standing Motion

On July 12, 2011, the Equity Committee filed, under seal, a motion seeking authority to prosecute, on the Debtors’ behalf, an action to equitably disallow or, in the alternative, to equitably subordinate certain Claims [D.I. 8179] (the “Standing Motion”). At the July Confirmation Hearing, which, as stated, commenced on July 13, 2011, counsel for the Equity Committee requested that the Court, “take into account the evidence . . . adduced at [the July Confirmation Hearing]” in connection with deciding the Standing Motion. On August 10, 2011, the Debtors, the Creditors’ Committee, certain members of AAOC,¹⁰ and certain other parties filed objections to the Standing Motion, arguing, among other things, that neither the evidence nor the law supported the relief requested. During Closing Arguments, certain parties presented argument with respect to the Standing Motion.

⁹ As described in greater detail in Section I.D below, in the September Opinion, the Bankruptcy Court also granted the Equity Committee standing to prosecute certain claims on behalf of the Debtors’ estates against certain parties.

¹⁰ The Seventh Amended Plan defines “AAOC” as each of (a) Appaloosa Management L.P., Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., and Thoroughbred Master Ltd. (collectively, “Appaloosa”), (b) Aurelius Capital Management, LP, Aurelius Capital Partners, LP, Aurelius Convergence Master, Ltd., ACP Master, Ltd., Aurelius Capital Master, Ltd. and Aurelius Investment, LLC (collectively, “Aurelius”), (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. (collectively, “Owl Creek”) and (d) Centerbridge Partners, L.P., Centerbridge Special Credit Partners, L.P., Centerbridge Credit Partners, L.P., and Centerbridge Credit Partners Master, L.P. (collectively, “Centerbridge”) 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. Certain members of AAOC were “Settlement Note Holders,” as defined in the Initial Global Settlement Agreement, as discussed in Section I.I.3 hereof. The Standing Motion did not seek to prosecute an action against Appaloosa and Owl Creek.

In the September Opinion, the Bankruptcy Court denied the Standing Motion with respect to the prosecution of equitable subordination claims. With respect to claims for equitable disallowance, the Bankruptcy Court granted the Standing Motion, but stayed all proceedings related to the Standing Motion pending mediation, discussed below.

E. The September Opinion Appeals

On September 27, October 4, and October 11, 2011, respectively, each of (i) AAOC, with (a) Aurelius [D.I. 8670] filing individually and (b) Appaloosa, Owl Creek and Centerbridge (collectively, "AOC") filing jointly [D.I. 8673], (ii) the Creditors' Committee [D.I. 8726] and (iii) the Debtors [D.I. 8785] filed notices of appeal from that portion of the September Opinion granting the Standing Motion with respect to the equitable disallowance claims. Aurelius [D.I. 8672], AOC [D.I. 8674] and the Creditors' Committee [D.I. 8727] filed motions for leave to appeal together with such notices, and the Debtors [D.I. 8781] joined the Creditors' Committee's motion. Aurelius's motion also seeks to appeal that portion of the September Opinion concluding, as discussed in Section I.H.1.a hereof, that the Debtors must pay Postpetition Interest Claims at the federal judgment rate rather than the applicable contract rate. The Debtors have opposed Aurelius's motion in this respect [D.I. 8783].

The WMB Noteholders [D.I. 8679] and Normandy Hill Capital L.P. [D.I. 8671] ("Normandy Hill") also filed notices of appeal from the September Opinion on September 27, 2011, and, on October 10, 2011, Wells Fargo Bank, National Association, solely in its capacity as the PIERS Trustee, filed its notice of appeal [D.I. 8771].

The Equity Committee, for its part, filed a notice of cross-appeal and a motion for leave to cross-appeal on October 11, 2011, seeking to challenge, among other things, those portions of the September Opinion finding that the Modified Sixth Amended Plan was proposed in good faith and that the settlement with holders of WMB Senior Notes, discussed in more detail in Section V.B.5.g(i) hereof, is fair, reasonable and in the best interests of the Debtors' estates [D.I. 8790, 8791] (the "October Equity Committee Appeal"). In addition, on October 14, 2011, the Equity Committee filed an opposition to the motions for leave to appeal filed by each of AAOC, the Creditors' Committee and the Debtors, [D.I. 8811], with respect to which the Creditors' Committee has filed a reply [D.I. 8866]. In addition, on October 25, 2011, the Debtors [D.I. 8878] and Creditors' Committee [D.I. 8887] filed oppositions to the Equity Committee's motion to cross-appeal.

All the motions for leave to appeal, as well as the Equity Committee's opposition, have been transmitted to, and are pending in, the Delaware District Court.

F. Mediation

Pursuant to the September Opinion and related order, the Bankruptcy Court directed certain parties to participate in mediation to explore a possible settlement of the Standing Motion and any issues that remain an impediment to confirmation of a plan of reorganization (the "Mediation"). On October 10, 2011 [D.I. 8780], the Bankruptcy Court appointed the Honorable Raymond Lyons as mediator (the "Mediator") and ordered the following parties to participate in the Mediation: (i) the Debtors, (ii) the Creditors' Committee, (iii) the Equity Committee, (iv) Aurelius, (v) Appaloosa, (vi) Centerbridge, (vii) Owl Creek, (viii) the TPS Consortium and the TPS Group, (ix) the WMB Noteholders, (x) Normandy Hill, (xi) The Bank of New York Mellon Trust Company, N.A., ("BNY Mellon"), in its capacity as Indenture Trustee for the Senior Notes, and (xii) the WMI Noteholders Group (as such term is used in the September Opinion) (collectively, the "Mediation Parties"); provided, however, that Normandy Hill and BNY Mellon were not required to attend the Mediation.

The Mediation commenced on October 19, 2011. At a status conference held on November 7, 2011, the Bankruptcy Court granted the Mediator's request for additional time to continue the Mediation. As a result of the Mediation, and with the assistance of the Mediator, discussions among the Debtors, the Creditors' Committee, the Equity Committee, AAOC, and certain other creditor constituencies culminated in certain modifications to the Modified Sixth Amended Plan, described below, which modifications are embodied in the Seventh Amended Plan and resolve, among other things, certain plan-related issues and objections, as well as the Standing Motion.

G. The Seventh Amended Plan Incorporates Modifications Resulting From the Mediation Among the Debtors, the Creditors' Committee, the Equity Committee, AAOC, and Certain Other Creditor Constituencies

During the Mediation, the Debtors, the Creditors' Committee, the Equity Committee, AAOC and other Creditor constituencies engaged in extensive, arms' length negotiations designed to formulate a chapter 11 plan that addresses the prior opinions of the Bankruptcy Court as well as the concerns of all of the Debtors' stakeholders. The Seventh Amended Plan is premised upon the Modified Sixth Amended Plan but incorporates modifications thereto made after the Mediation as well as modifications consistent with the September Opinion. For the reasons discussed in more detail herein, such parties believe that the Seventh Amended Plan is in the best interest of all parties in interest and represents the most expeditious means for the Debtors to successfully emerge from the Chapter 11 Cases. The modifications consistent with the September Opinion are discussed in Section I.H.1 hereof. The salient aspects of the modifications made after the Mediation are summarized below:

- Subject to the Bankruptcy Court approval, those current holders of WMI's Equity Interests that elect to grant the releases set forth in Section 41.6 of the Seventh Amended Plan (such provision, the "Non-Debtor Release Provision") and such holders, the "Releasing Equity Interest Holders") will receive the Reorganized Common Stock (subject to reduction on account of the Reorganized Common Stock Elections (defined and discussed in Section III.B.6.b(iv) below), to be allocated among such holders as described herein, and as set forth in the Seventh Amended Plan.

Such releases are described, to a limited extent, below, and are summarized in more detail in Section VI.O.6 hereof.

- In consideration for, and subject in all respects to the grant and approval of, the releases by the Releasing Equity Interest Holders, and to avoid further delay as well as costly litigation, holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims will contribute to Reorganized WMI, for and on behalf of each Releasing Equity Interest Holder, respectively, Nine Hundred Sixty-Eight Thousandths of one percent (.968%) and Two and One-Tenth percent (2.1%) of the initial distributions received by them pursuant to the Seventh Amended Plan, having an aggregate value of approximately Seventy Five Million Dollars (\$75,000,000.00), with the aggregate amount for all Allowed Senior Notes Claims equal to Forty Million Dollars (\$40,000,000.00) (defined in the Seventh Amended Plan as the "*Senior Notes Release Consideration*") and the aggregate amount for all Allowed Senior Subordinated Notes Claims equal to Thirty-Five Million Dollars (\$35,000,000.00) (defined in the Seventh Amended Plan as the "*Senior Subordinated Notes Release Consideration*").
- Subject to Reorganized WMI's right to seek and obtain financing on better terms and to the right, discussed in Sections III.B.2 and VI.G.11.b hereof, of certain qualifying Creditors and Equity Interest holders to become lenders of such loans, AAOC has collectively committed to provide Reorganized WMI the senior secured multidraw term Credit Facility, in the aggregate original

principal amount of One Hundred Twenty Five Million Dollars (\$125,000,000.00), to be used by Reorganized WMI to finance working capital and general corporate purposes, as well as certain permitted acquisitions and originations, all subject to the terms and conditions set forth in more detail in the Seventh Amended Plan and the definitive documentation governing such loans.

- Subject to availability, and further subject to the relative rights thereto of the holders of Runoff Notes (discussed in Section III.B.1.b below), Reorganized WMI will also be funded by an additional Ten Million Dollars (\$10,000,000.00), as well as interest accrued thereon at a rate of thirteen percent (13%) per annum, in the form of a portion of the proceeds from the runoff of WMMRC's existing portfolio (as defined in the Seventh Amended Plan, the "*Runoff Proceeds*") (the majority of which will be used to repay principal and interest on the Runoff Notes), (ii) certain potential litigation proceeds, if realized (defined in the Seventh Amended Plan as the "*Litigation Proceeds*"), and (iii) all distributions of Runoff Proceeds after all amounts due on the Runoff Notes have been paid in full, solely to the extent any such additional distributions are available.

Specifically, certain Creditors are eligible to make the Reorganized Common Stock Elections defined and described in Sections I.G.1.a and III.B.6.b(iv) hereof. To the extent such elections are undersubscribed (*i.e.*, if Creditors having the right to make Runoff Notes Elections decline to make Reorganized Common Stock Elections with respect to Runoff Notes having an original principal amount, in the aggregate, of less than Ten Million Dollars (\$10,000,000.00) (defined in the Seventh Amended Plan as the "*Runoff Threshold*")), then each of AAOC, severally and not jointly, will be deemed to have made Reorganized Common Stock Elections to receive such holder's Pro Rata Share of the Common Stock Allotment (*i.e.*, 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) 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 (described in Section III.B.6.b(iv) hereof) in their capacity as holders of Allowed PIERS Claims.

In consideration for, among other things, the foregoing, the Seventh Amended Plan provides for the following releases, **among others**, as summarized more fully in Sections VI.O.5 and VI.O.6 hereof:

- As and to the extent set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), summarized more fully in Section VI.O.6 below, to the fullest extent permissible under applicable law, each holder of an Equity Interest that has held, currently holds or may hold any Released Third Party Causes of Action¹¹ or a Released Claim¹² (defined below), (ii) is

¹¹ The Seventh Amended Plan defines "*Released Third Party Causes of Action*" as any Claims and causes of action, regardless of whether asserted by any of the parties executing and delivering a release in accordance with the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), whether known, unknown, reduced to

entitled to receive, directly or indirectly, a distribution or satisfaction of its Equity Interest pursuant to the Seventh Amended Plan, and (iii) elects, by not checking or checking the appropriate box on its Ballot (as defined in Section XI.A.2 hereof) or Election Form (as defined in Section XI.B.2.a hereof), as the case may be, to grant the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), on their own behalf and on behalf of anyone claiming through them, will be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted and discharged (1) each and all of the Released Parties (as defined in the Seventh Amended Plan), 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

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 order confirming the Seventh Amended Plan, 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 (as defined in the Seventh Amended Plan), (ii) the Senior Notes Claims Releasees (as defined in the Seventh Amended Plan), (iii) the Senior Subordinated Notes Claims Releasees (as defined in the Seventh Amended Plan), (iv) the PIERS Claims Releasees (as defined in the Seventh Amended Plan), and (v) the CCB Releasees (as defined in the Seventh Amended Plan) against the Debtors or the Debtors' chapter 11 estates.

¹² The Seventh Amended Plan's definition of "Released Claim" includes, among other things, 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 holders of Equity Interests relating to Equity Interests they have against the Debtors, and (iii) 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 (as defined in the Seventh Amended Plan), 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 (as defined in the Seventh Amended Plan) or the WMI Entities (as defined in the Seventh Amended Plan), 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 order confirming the Seventh Amended Plan or the Seventh Amended Plan.

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.

- 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, will be deemed to have irrevocably and unconditionally, fully, finally and forever waived, released, acquitted, and discharged (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 Chapter 11 Cases, attorneys from any and all Estate Claims¹³ 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 Chapter 11 Cases, attorneys.

In addition to the foregoing, the Equity Committee will (i) support confirmation of the Seventh Amended Plan, and (ii) take any and all action as is necessary to cause the withdrawal and dismissal, with prejudice, of the January Equity Committee Appeal and the October Equity Committee Appeal, each of which is discussed above, as well as the Equity Committee Adversary Proceeding and Equity Committee Motion to Compel (each of which is discussed in Section V.B.5.a hereof).

Upon entry of the order confirming the Seventh Amended Plan, each of the Debtors, Creditors' Committee and AAOC, among others, will take any and all action as is necessary to cause the

¹³ The Seventh Amended Plan defines "*Estate Claims*" as 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 (as defined in the Seventh Amended Plan). 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.

withdrawal and dismissal, with prejudice, of their respective appeals related to the September Opinion and September Order.

The Seventh Amended Plan further provides that the order confirming the Seventh Amended Plan must provide for the withdrawal and vacatur, for all purposes, of (i) the September Order to the extent relating to the Standing Motion, and (ii) 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.

As stated, the Seventh Amended Plan is the result of extensive arms' length negotiations between the Debtors, the Creditors' Committee, the Equity Committee, AAOC and other Creditor constituencies. Such parties believe that the Seventh Amended Plan and the terms embodied therein are in the best interests of all parties in interest and represent the most expeditious means for the Debtors to successfully emerge from the Chapter 11 Cases. Among other things, unlike the Modified Sixth Amended Plan, the Seventh Amended Plan resolves the Standing Motion and has the support of the Equity Committee. In contrast, an attempt to confirm a plan without the underlying agreements embodied in the Seventh Amended Plan would have invited significant confirmation objections by the Equity Committee, among others, including with respect to issues related to the Standing Motion and the effect that such disputes would have with respect to distributions pursuant to any such plan. For example, the Debtors and the Equity Committee, among others, have opposing views as to whether the Claims subject to the Standing Motion should be treated as Disputed Claims pursuant to any such plan. The Equity Committee has asserted that such Claims would have to be estimated by the Bankruptcy Court before *any* distributions could be made pursuant to a modified plan. In addition, the Equity Committee indicated that, absent a settlement, it intended to object as to, among other things, whether a plan could be confirmed at all without prior resolution of the issues raised in the Standing Motion, in light of complications regarding distributions or reserves of the Reorganized Common Stock. Without addressing the merits, it is beyond doubt that such issues could lead to further contested confirmation hearings, significant delays in confirmation of a plan, and erosion of Creditor distributions.

The detrimental effects of further delay in confirmation and consummation of a plan in the Chapter 11 Cases—now over three years old—should not be underestimated. Each day of delay is accompanied by a continued accrual of interest and fees and the attendant depletion of estate assets and increase in total Claims, all of which results in eroded recoveries for the Debtors' junior-most Creditors and stakeholders. To quantify the cost of delay, as a result of (i) the contractual obligations of holders of Allowed PIERS Claims to payover their distributions to certain Creditors that are senior in recovery, on account of such senior Creditors' Intercreditor Interest Claims at the applicable contract rate, and (ii) the continued depletion of estate assets as a result of the ongoing accrual of professionals' fees, recoveries for holders of Allowed PIERS Claims decline at a rate of approximately \$30 million per month. As a result of the rulings in the September Opinion, the Debtors are obligated to pay Postpetition Interest Claims at the federal judgment rate, rather than at the applicable contract rate, such that the burn rate for holders that are more junior to PIERS claimants is slightly lower than that of the holders of Allowed PIERS Claims. Notwithstanding, the rate of decline in recoveries for such holders is still significant. Specifically, recoveries for such junior holders are reduced by approximately \$18 million per month as a result of the ongoing accrual of interest and fees.

Currently, the Updated Liquidation Analysis (defined below) attached hereto as Exhibit C and the corresponding recovery estimates set forth in Section III.B.6.d hereof assume an Effective Date for the Seventh Amended Plan of February 29, 2012. The Debtors estimate that if the Effective Date is delayed even three and one-half (3.5) months past February 29, 2012, recovery for holders of Allowed

PIERS Claims in Class 16 (the first Class to suffer from a deterioration or elimination in recoveries as a result of the continued accrual of interest and fees) *will be wiped out*. Additionally, the Debtors estimate that if the Effective Date is delayed past June 15, 2012, the recoveries for holders of Allowed CCB Guarantee Claims will begin to be reduced, and after approximately three (3) to four (4) additional months, may also be eliminated. After such time, while the accrual of postpetition interest will continue on Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims, the rate of recovery on those claims will be reduced.

Unlike the Modified Sixth Amended Plan (or the aforementioned modified version thereof), the Seventh Amended Plan resolves many of the objections and issues that have been or could be raised, regardless of the merits, and is thus more likely to result in an expeditious exit from bankruptcy and prevent further deterioration of Creditors' recoveries. It is therefore undeniable that swift confirmation of the Seventh Amended Plan will benefit the Debtors and their estates, and is in the best interests of all constituencies.

1. Issuance of Runoff Notes to Certain Creditors and Distribution of Reorganized Common Stock to Certain Holders of Equity Interests

As discussed in more detail in Sections III.B.1, III.B.6.b(iv), III.B.6.c(ii), III.B.6.c(iii), VI.G.7, VI.F.1.a, VI.F.1.d, XI.B.2, and XI.B.3 hereof, Reorganized WMI will issue two types of securities: (i) the Runoff Notes to be issued in the aggregate original principal amount of One Hundred Forty Million Dollars (\$140,000,000.00) (subject to reduction as a result of the Reorganized Common Stock Elections discussed below), maturing on the eighteenth (18th) anniversary of the Effective Date, bearing interest at a rate of thirteen percent (13%) per annum (payable in cash to the extent available and payable in kind through the capitalization of accrued interest at the rate of thirteen percent (13%) per annum to the extent cash is unavailable), the repayment thereof secured by, and having a specified priority in right of payment in, as and to the extent set forth in more detail in the definitive documents governing the Runoff Notes, (a) a securities or deposit account into which Reorganized WMI will deposit distributions it receives of Runoff Proceeds and (b) the equity interests in either WMMRC or such other Entity as holds the WMMRC Trusts (defined below) and their assets, to the extent a lien has been granted therein (with any such lien subject to regulatory approval), and (ii) Reorganized Common Stock.

Pursuant to the Seventh Amended Plan, the Runoff Notes will either (a) be distributed to Entities electing distributions of Runoff Notes in lieu of Creditor Cash received on the Effective Date or (b) to the extent that eligible Creditors do not elect all of the Runoff Notes, any remaining balance of the Runoff Notes will constitute Liquidating Trust Assets, as discussed in more detail in Section III.B.6.b(iv) hereof.

Subject to reduction on account of the Reorganized Common Stock Elections, the Reorganized Common Stock will be allocated seventy percent (70%) to those Preferred Equity Interest holders that are Releasing Equity Interest Holders and thirty percent (30%) to those holders of WMI's common stock (*i.e.*, *pari passu* to holders of Common Equity Interests and Dime Warrants, to the extent such Dime Warrant holders are determined, pursuant to a Final Order or a compromise and settlement approved by the Bankruptcy Court, to hold Common Equity Interests¹⁴) that are Releasing Equity Interest

¹⁴ As discussed in Section V.B.5.d hereof, by opinion and order, each dated January 3, 2012, the Bankruptcy Court determined that holders of Dime Warrants hold Common Equity Interests in, rather than Claims against, the Debtor's estates. See Nantahala Capital Partners, LP et al. vs. Washington Mutual Inc., et al., Adv. No. 10-50911, D.I. 313 (Bankr. D. Del.) (MFW) (defined below as the "Dime Warrants Opinion"). Subsequently, the Debtors and the LTW Plaintiffs (defined below) entered into the LTW Stipulation (defined below) discussed in Section V.B.5.d

Holders, or as otherwise allocated by the Bankruptcy Court. Within each group, the Reorganized Common Stock will be allocated and distributed, pro rata with respect to shares owned, solely among the Releasing Equity Interest Holders (*i.e.*, those current holders of WMI's Equity Interests that affirmatively agree to grant the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan)).

a. The Reorganized Common Stock Election

As discussed in more detail in Sections III.B.6.b(iv) and XI.B.3 hereof, pursuant to the Seventh Amended Plan (i) each eligible holder of an Allowed Senior Notes Claim, Allowed Senior Subordinated Notes Claim, Allowed General Unsecured Claim, Allowed CCB-1 Guarantees Claim, Allowed CCB-2 Guarantees Claim that made the Runoff Notes Election defined and described in Section III.B.6.b(iv) hereof (*i.e.*, that elected to receive Runoff Notes in lieu of some or all of the Creditor Cash, if any, that such holder is otherwise entitled to receive on the Effective Date) or holder of an Allowed PIERS Claim that is otherwise entitled to receive Runoff Notes pursuant to the Seventh Amended Plan, as well as (ii) each holder of a Disputed Claim or Dime Warrant that made a contingent Runoff Notes Election (which elections will be effective only if and to the extent that (a) such holders are determined pursuant to a Final Order or pursuant to a compromise and settlement approved by the Bankruptcy Court,¹⁵ to hold Allowed General Unsecured Claims and (b) are entitled to receive Creditor Cash on the Effective Date), will have the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment (*i.e.*, 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) in lieu of (i) fifty percent (50%) of such holder's Litigation Proceeds Interest (described in Section III.B.6.b(iv) hereof) (except with respect to the AAOC Deemed Election (defined below), solely in its capacity as the holder of the Allowed Claim to which the Reorganized Common Stock Election is effective) and (ii) some or all of the Runoff Notes that such holder otherwise is entitled to and, if applicable, has elected to receive pursuant to the Runoff Notes Election. To the extent an electing Creditor receives Reorganized Common Stock pursuant to the foregoing election, such Creditor's share of the Runoff Notes to which the election was effective (*i.e.*, One Dollar (\$1.00) of original principal amount of Runoff Notes for each share of Reorganized Common Stock) will not be issued, and, furthermore, Reorganized WMI will retain an economic interest in certain litigation proceeds such Creditor otherwise would have received on account of its Liquidating Trust Interests (and such proceeds will not constitute a component of the Liquidating Trust Assets, and the Creditor's rights in respect of distributions from the Liquidating Trust will be adjusted to the extent such proceeds are received by Reorganized WMI).

Deemed AAOC Election. The Seventh Amended Plan further provides that, in the event that holders of Claims with the right to make Reorganized Common Stock Elections decline to tender, in the aggregate, Runoff Notes in the original principal amount necessary to reach the Runoff Threshold (*i.e.*, Ten Million Dollars (\$10,000,000.00)), each of AAOC, severally and not jointly, will be deemed to have made Reorganized Common Stock Elections to receive such holder's Pro Rata Share of the Common Stock Allotment (*i.e.*, 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) in lieu of (i) Runoff Notes (based upon an allocation developed in their sole and absolute

hereof. As of the date of this Disclosure Statement, however, the LTW Stipulation has not yet been approved by the Bankruptcy Court.

¹⁵ See *supra*, n.14.

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 (described in Section III.B.6.b(iv) hereof) in their capacity as holders of Allowed PIERS Claims.

2. Commitment by AAOC to Provide Exit Financing

As discussed in more detail in Sections III.B.2 and VI.G.11 hereof, AAOC has committed to make available to Reorganized WMI the four and one half (4½) year or five (5) year, as applicable, senior secured multi-draw term Credit Facility, in an aggregate original principal amount not to exceed One Hundred Twenty Five Million Dollars (\$125,000,000.00), bearing interest on amounts outstanding at a rate of seven percent (7.0%) per annum, with Reorganized WMI having the option to pay one percent (1%) thereof in kind, upon which Reorganized WMI may draw during a three (3) year availability period from and after the Effective Date. The Credit Facility will consist of three tranches: a (i) a Tranche A Term Loan in the aggregate principal amount of Ten Million Dollars (\$10,000,000.00) and (ii) a Tranche A-1 Term Loan in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000.00) will be available to fund working capital and for general corporate purposes of Reorganized WMI and its subsidiaries, subject to the terms and conditions of the definitive documentation governing the Credit Facility (together, the "Tranche A Credit Facility"), and (iii) a Tranche B Term Loan in the aggregate principal amount of One Hundred Million Dollars (\$100,000,000.00) will be available for certain specified purposes (the "Tranche B Credit Facility"). Specifically, advances on the Tranche B Credit Facility may only be used to fund acquisitions and originations meeting certain criteria which include, among other things, that at least twenty percent (20%) of the funding for any such transaction is new equity contributions or subordinated indebtedness or Cash on hand (other than proceeds of the Credit Facility, "Restricted Disposition Proceeds" (defined in the documentation governing the Credit Facility to include the proceeds of dispositions of assets or equity interests to the extent purchased with proceeds advanced pursuant to the Credit Facility) and proceeds of other indebtedness) and satisfy certain additional conditions precedent, all as discussed in more detail in Sections III.B.2 and VI.G.11 hereof.

3. Resolution of Certain Governance-Related Issues

As discussed in more detail in Sections I.H.1.b(i), III.B.4, and III.B.5 hereof, the Seventh Amended Plan incorporates modifications that resolve certain governance-related issues including and in addition to those identified by the Bankruptcy Court in the September Opinion such as, among other things, modifications to the composition of the Trust Advisory Board and Reorganized WMI's board of directors. In addition, the Liquidating Trust Agreement, a copy of which will be included in the Plan Supplement for the Seventh Amended Plan, contemplates the creation of a Litigation Subcommittee (defined and described below) of the Trust Advisory Board.

a. The Establishment of a Litigation Subcommittee

As discussed in more detail in Section III.B.4.a hereof, the Liquidating Trust under the Seventh Amended Plan will provide for a subcommittee of the Trust Advisory Board (the "Litigation Subcommittee") that will oversee all litigation relating to the prosecution of Causes of Action against

third parties including, among other things, subject to the exculpation and release provisions of the Seventh Amended Plan, (a) claims against present and former officers and directors of the Debtors for actions arising during the period prior to the Petition Date (the “D&O Claims”), (b) claims against professionals and representatives retained by the Debtors with respect to actions arising during the period prior to the Petition Date, and (c) claims arising prior to the commencement of the Debtors’ bankruptcy cases against third-parties for any non-contractual breach of duty to WMI, including, but not limited to, antitrust claims and business tort claims.¹⁶ The Litigation Subcommittee will be comprised of one (1) member selected by the Creditors’ Committee and two (2) members selected by the Equity Committee. Twenty Million Dollars (\$20,000,000.00) will be allocated to the Litigation Subcommittee for the prosecution of Causes of Action against third parties. Proceeds from all litigation will be distributed to the Liquidating Trust Beneficiaries consistent with the terms of the Seventh Amended Plan, in accordance with the Subordination Model annexed as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof.

H. The Seventh Amended Plan

On December 12, 2011, the Debtors filed the Seventh Amended Plan, the terms of which are summarized in greater detail in Section III.B and Article VI below. Except with respect to those limited modifications consistent with the September Opinion, discussed below, as well as the aforementioned modifications related to the Mediation among the Debtors, the Creditors’ Committee, the Equity Committee, AAOC, and certain other creditor constituencies, the Seventh Amended Plan largely mirrors the Modified Sixth Amended Plan which, as stated above, was accepted by the vast majority of Claims and Equity Interests entitled to vote thereon.

In particular, the Seventh Amended Plan is premised upon and incorporates the terms of the Global Settlement Agreement, which, as discussed above, the Bankruptcy Court has already determined, pursuant to both the January Opinion and the September Opinion, to be fair, reasonable and in the best interests of the Debtors’ estates. In addition, as was the case pursuant to the Modified Sixth Amended Plan, pursuant to the Seventh Amended Plan, WMI will reorganize around its sole remaining active subsidiary, WMMRC, a mortgage reinsurance company currently operating on a runoff basis. Furthermore, the provisions of the Seventh Amended Plan are similar to the Modified Sixth Amended Plan with respect to the creation of the Liquidating Trust and the distribution of Creditor Cash and Liquidating Trust Interests in accordance with the Subordination Model attached as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof.

The Debtors will solicit votes and elections with respect to the Seventh Amended Plan from certain Creditors and Equity Interest holders as set forth in more detail in Article XI below. Holders of Claims and Equity Interests are thus advised to carefully review the voting and election procedures for the Seventh Amended Plan discussed in Article XI.

1. Plan Modifications Consistent with the September Opinion

The Seventh Amended Plan incorporates all the additional modifications that the Bankruptcy Court determined, pursuant to the September Opinion, were required for the Modified Sixth Amended Plan to satisfy the confirmation requirements set forth in section 1129 of the Bankruptcy Code, each of which is discussed in detail below.

¹⁶ For the avoidance of doubt, the Litigation Subcommittee will not pursue business tort claims released against JPMC and its Related Persons pursuant to the Global Settlement Agreement.

a. Adjustment of Postpetition Interest

Pursuant to the September Opinion, the Court opined that, in accordance with applicable law, postpetition interest should be (i) paid at the federal judgment rate (determined as of the Petition Date), and (ii) compounded annually. (September Opinion at 77-78, 89-90.) As reflected in Section 1.169 of the Seventh Amended Plan, the definition of “*Postpetition Interest Claim*” has been amended (i) to reflect that postpetition interest is to be paid at the federal judgment rate as in effect on the Petition Date (1.95%), and (ii) to include the phrase “compounded annually,” with interest continuing 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.

b. Changes to the Liquidating Trust and Liquidating Trust Interests Consistent With the September Opinion

(i) Composition of the Trust Advisory Board

In the September Opinion, the Bankruptcy Court stated that the Modified Sixth Amended Plan must provide that (i) the Liquidating Trustee may be removable at the discretion of a majority of the Trust Advisory Board, and (ii) the composition of the Trust Advisory Board should change once creditors have been paid in full, to ensure that the Trust Advisory Board adequately represents the constituencies of the Liquidating Trust at that time. (See September Opinion at 24-25.) To address these concerns, the Debtors have amended the form of Liquidating Trust Agreement to reflect that the Liquidating Trustee may be removed by a majority vote of the members of the Trust Advisory Board. In addition, the Liquidating Trust Agreement now provides, as discussed in more detail in Section III.B.4.a hereof, that the Trust Advisory Board will consist initially of seven (7) members in total, three (3) of which will be selected by the Creditors’ Committee, three (3) by the Equity Committee and one (1) by the Creditors’ Committee subject to approval by the Equity Committee, which approval shall not be unreasonably withheld. Trust Advisory Board members solely appointed by the Creditors’ Committee are subject to replacement on a staggered basis as and when all Allowed Claims, Allowed Subordinated Claims and Postpetition Interest Claims approach satisfaction in full, as discussed in more detail in Section III.B.4.a hereof. The Trust Advisory Board will have oversight responsibility for all functions of the Liquidating Trust including, among others, litigation of certain Disputed Claims.

(ii) Transferability of Liquidating Trust Interests

Pursuant to Section 27.8 of the Seventh Amended Plan, all Liquidating Trust Interests that will be distributed to certain holders of Claims and Equity Interests are now non-transferable and non-assignable except by will, intestate succession or operation of law. This change was not required by the September Opinion but, rather, the Debtors determined that due to the significant passage of time and the ongoing collection and/or liquidation of the Debtors’ assets, including state and federal tax refunds, preserving transferability is not justified economically and is not in the best interests of the Debtors’ estates. Specifically, it is estimated that inclusion of a transferability right would cost the Debtors or the Reorganized Debtors, as the case may be, approximately \$11.1 million in connection with compliance and administrative fees, e.g., fees and expenses related to the engagement and retention of a transfer agent.

c. Tax Consequences in Connection with Liquidating Trust Interests

In the September Opinion, the Bankruptcy Court suggested that the Debtors consider a means to avoid negative tax consequences to creditors associated with the receipt of Liquidating Trust

Interests. See September Opinion at 100-01. Specifically, the Court expressed a concern that, by using a liquidating trust structure, certain creditors would be required to pay capital gains tax based upon the value of the interests in the Liquidating Trust that are distributed to them, without any concomitant payment to them of any value for many years until the claims of the estate are litigated to judgment or settled.

The use of a liquidating trust structure is common to reorganization cases where assets unassociated with the reorganizing debtor are distributed to a liquidating trust to be liquidated for the benefit of creditors and/or equity holders. For federal income tax purposes, this generally is treated no differently than if the plan distributed the assets directly to the creditors, and such assets were subsequently sold by the creditors themselves. (See Section VIII.C hereof.) Significantly, the tax treatment to each creditor with respect to the receipt of a Liquidating Trust Interest depends on the value of the Liquidating Trust Interest received and on the Creditor's or equity holder's individual circumstances. For example, the holders of Common Equity Interests, and the holders of Dime Warrants (if and to the extent they are determined pursuant to a Final Order or pursuant to a compromise and settlement approved by the Bankruptcy Court to hold Equity Interests that are *pari passu* with the Common Equity Interests, rather than Claims¹⁷), would be considered to receive a contingent right to distributions of Liquidating Trust Interests, which right is (presumably) of little or no current fair market value and, thus, would have no real risk of taxable income regardless of their individual circumstances. In contrast, as to more senior Creditors who receive a meaningful economic interest in the Liquidating Trust, such Creditors may have sufficient tax basis in their claims, such that the receipt of the Liquidating Trust Interest creates a tax loss. Others, however, may recognize income or gain, but have sufficient other tax losses to offset such income. Accordingly, whereas the receipt of a Liquidating Trust Interest may have negative tax consequences to some, it may have neutral or favorable tax consequences to others.

No reasonable change to the Modified Sixth Amended Plan could have avoided the potential that certain Creditors may have taxable income; thus, no modification to this effect has been incorporated in the Seventh Amended Plan. (See Sections VIII.B and VIII.C hereof.) Nevertheless, the initial distributions to holders of Class 12 Claims (General Unsecured Claims) (which would include the holders of Dime Warrants, if and to the extent their claims/interests were determined pursuant to a Final Order or pursuant to a compromise and settlement approved by the Bankruptcy Court to be Claims and not be otherwise subordinated) will be a combination of cash, Reorganized Common Stock (to the extent elected pursuant to the Reorganized Common Stock Elections) and Liquidating Trust Interests—with substantially all the consideration being cash. Accordingly, contrary to the assertion of certain holders of Dime Warrants, many creditors that receive Liquidating Trust Interests will receive a sufficient contemporaneous Cash distribution to pay any potential tax liability incurred by them in connection with the distribution of the Liquidating Trust Interests on, or shortly after, the Effective Date.

d. **Payment of Certain Fees**

The September Opinion found that the Modified Sixth Amended Plan must provide for Court approval of fees to be paid by the Debtors, including the fees of the WMB Noteholders and the Liquidating Trustee. (See September Opinion at 23-24.)

Accordingly, as to the fees of the Liquidating Trustee, the Debtors have modified Section 27.12 of the Seventh Amended Plan to provide that “[t]he individual(s) serving as or comprising

¹⁷ See *supra*, n.14.

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" (emphasis added), and have made corresponding changes to the form of Liquidating Trust Agreement. With respect to the WMB Noteholders, Section 43.18 of the Modified Sixth Amended Plan already provided (as does Section 41.18 of the Seventh Amended Plan) for Court approval of the fees incurred by counsel to the WMB Noteholders, Pachulski Stang Ziehl & Jones LLP, Wilmer Cutler Pickering Hale & Dorr, and Boies, Schiller & Flexner LLP. Accordingly, no change is necessary to this section of the Seventh Amended Plan.

I. The Global Settlement Agreement

Set forth below is a brief description of the Global Settlement Agreement, certain relevant background, and the Bankruptcy Court's approval thereof. The Global Settlement Agreement is described in more detail in Sections V.B.2 and V.B.3 hereof.

1. Background

In the wake of the seizure and sale of the assets of WMB, a multitude of disputes arose among the Debtors, JPMC, and the FDIC, both in its capacity as the FDIC Receiver (the receiver for WMB) and in its corporate capacity ("FDIC Corporate"), among other parties, with each asserting Claims for billions of dollars against one or more of the others in various forums each of the parties contended had jurisdiction over the issues. The Claims of the Debtors, JPMC, the FDIC Receiver and FDIC Corporate are the subject of myriad disputes in the Bankruptcy Court and three lawsuits in which the Creditors' Committee and certain holders of funded indebtedness of WMB (collectively, the "WMB Notes Holders") have either intervened or seek to intervene. The three lawsuits consist of (i) a lawsuit initiated by the Debtors in the United States District Court for the District of Columbia (the "D.C. District Court") against the FDIC Receiver and FDIC Corporate (the "D.C. Action") challenging the FDIC Receiver's disallowance of the claim WMI asserted in WMB's receivership and asserting various additional claims, in which JPMC has intervened, (ii) an adversary proceeding initiated by JPMC in the Bankruptcy Court against the Debtors and the FDIC (the "JPMC Adversary Proceeding"), in which the parties thereto have asserted various claims, and (iii) an adversary proceeding initiated by the Debtors in the Bankruptcy Court against JPMC (the "Turnover Action") for turnover of in excess of \$4 billion of the Debtors' funds on deposit in accounts now held by JPMC (the "Disputed Accounts"), in which the FDIC Receiver has intervened.

In these litigations, the parties dispute (i) the ownership of various assets as of the date of the Receivership and, accordingly, whether such assets either were transferred to JPMC pursuant to the Purchase and Assumption Agreement or were retained by WMI or WMI Investment, and (ii) the validity and extent of the numerous claims the parties have asserted against each other for various prepetition and pre-Receivership transactions and obligations. The most significant disputes between the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate are the parties' disputes regarding ownership of (i) the Disputed Accounts, (ii) approximately \$5.5 to \$5.8 billion in tax refunds (the "Tax Refunds"), including interest through a projected future date of receipt and net of tax payments estimated to be owed to certain taxing authorities, that WMI either already has received or, the Debtors believe, will receive, in its capacity as the common parent of a consolidated or combined tax group for federal and state income tax purposes, comprised of WMI, WMB and other subsidiaries (the "Tax Group"), and (iii) the Trust Preferred Securities, which have a liquidation preference of approximately \$4 billion. In addition, the parties dispute ownership of and responsibility for certain employee benefit plans and trusts created to fund employee-related obligations, certain intellectual property and contractual rights, shares in Visa Inc., and the proceeds of certain litigation and insurance policies (each, as described herein).

In an effort to resolve these various disputes, the Debtors, JPMC, the FDIC, and certain Creditor constituencies negotiated a settlement, as set forth in the Initial Global Settlement Agreement. The Sixth Amended Plan was premised upon, and incorporated the terms of, the Initial Global Settlement Agreement. At the December Confirmation Hearing, the Debtors sought and received approval of the Initial Global Settlement Agreement. As described herein, the Bankruptcy Court reaffirmed its approval of the Global Settlement Agreement in the September Opinion.

2. Bankruptcy Court Approval of the Global Settlement Agreement

Based upon evidence and testimony provided by the Debtors in connection with the December Confirmation Hearing, the Bankruptcy Court determined, in the January Opinion, that the compromise and settlement embodied in the Initial Global Settlement Agreement, and the transactions contemplated therein, are fair, reasonable, and in the best interests of the Debtors and their estates. In that regard, the Bankruptcy Court found that the various litigations and claims that are resolved pursuant to the Initial Global Settlement Agreement constitute “the precise type of multi-faceted litigation that cries out for settlement” due to the multiplicity of issues, the complexity of the various arguments, and the significant risks associated with litigation of the multitude of claims asserted therein. The Bankruptcy Court further found that, with respect to each of the claims resolved by the Initial Global Settlement Agreement, the Debtors are unlikely to receive greater value by continuing to litigate than that which they will procure for their estates through consummation of the Initial Global Settlement Agreement, such that the Initial Global Settlement Agreement provides “a reasonable return in light of the possible results of the litigation.”

3. Subsequent Amendments to the Global Settlement Agreement and Bankruptcy Court Approval Thereof

Notwithstanding the fact that the Bankruptcy Court approved the Initial Global Settlement Agreement, because the Bankruptcy Court determined that the Debtors needed to make certain modifications to the Sixth Amended Plan before the Bankruptcy Court would enter an order confirming the plan, the Debtors were not able to implement the terms of the Initial Global Settlement Agreement. On January 31, 2011, the Initial Global Settlement Agreement became terminable by any party. Due to, among other things, the passage of time, the Settlement Note Holders (as defined in the Initial Global Settlement Agreement)¹⁸ determined they did not want to agree to a further extension of the termination date of the Initial Global Settlement Agreement. As a result, the Debtors (i) exercised their rights pursuant to Section 7.3 of the Initial Global Settlement Agreement and terminated the Initial Global Settlement Agreement, and (ii) entered into the Global Settlement Agreement. Except with respect to modifications, consistent with the January Opinion, to certain of the release provisions set forth therein, the Global Settlement Agreement retains the same terms as the Initial Global Settlement Agreement as between the Debtors, JPMC, the FDIC Receiver, FDIC Corporate, and the Creditors’ Committee. A copy of the Global Settlement Agreement is annexed as an exhibit to the Seventh Amended Plan, which is annexed hereto as Exhibit A and also is available at www.kccllc.net/wamu.

¹⁸ The Initial Global Settlement Agreement defined the “*Settlement Note Holders*” as (i) Appaloosa Management L.P., on behalf of Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., and Thoroughbred Master Ltd., (ii) Centerbridge Partners, L.P. on behalf of Centerbridge Credit Advisors, LLC and Centerbridge Special Credit Advisors, LLC, (iii) Owl Creek Asset Management, L.P., on behalf of Owl Creek I, L.P., Owl Creek II, L.P., Owl Creek Overseas Fund, Ltd., Owl Creek Socially Responsible Investment Fund, Ltd., Owl Creek Asia I, L.P., Owl Creek Asia II, L.P., and Owl Creek Asia Master Fund, Ltd. and (iv) Aurelius Capital Management, LP, on behalf of Aurelius Capital Partners, LP and Aurelius Investment, LLC and other managed fund entities.

In its September Opinion, the Bankruptcy Court reiterated that the Global Settlement Agreement “provides a reasonable resolution in light of the possible results of the multiple complex litigation, the likely difficulties in collection, the expense inherent in any further delay, and the paramount interests of the stakeholders,” found that such conclusion is now the “law of the case,” and that there was “not any intervening change in the law or facts to cause it to reconsider its conclusion in the [January Opinion] that the [Global Settlement Agreement] is reasonable.” (September Opinion at 27, 31-32, 35.)

II. THE DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to provide holders of Claims against and Equity Interests in the Debtors with adequate information regarding (i) the Debtors’ history, businesses, and these chapter 11 cases, (ii) the Seventh Amended Plan and alternatives to the Seventh Amended Plan, (iii) the rights of holders of Claims and Equity Interests pursuant to the Seventh Amended Plan, and (iv) other information necessary to enable holders of Claims and Equity Interests to make an informed judgment as to whether to vote to accept or reject and how to make elections with respect to the Seventh Amended Plan.

On January 12, 2012 after notice and a hearing, the Bankruptcy Court entered the Disclosure Statement Order approving this Disclosure Statement, in accordance with section 1125 of the Bankruptcy Code, as containing adequate information of a kind and in sufficient detail to enable hypothetical reasonable investors typical of holders of Claims against and Equity Interests in the Debtors to make an informed judgment in voting to accept or reject the Seventh Amended Plan. However, the Bankruptcy Court has not passed on the merits of the Seventh Amended Plan. No solicitation of votes on the Seventh Amended Plan may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code. In voting on the Seventh Amended Plan, holders of Claims against or Equity Interests in the Debtors should not rely on any information relating to the Debtors, other than the information contained in this Disclosure Statement, the Seventh Amended Plan, and all exhibits hereto and thereto.

THIS DISCLOSURE STATEMENT IS NOT INTENDED TO REPLACE A CAREFUL AND DETAILED REVIEW AND ANALYSIS OF THE SEVENTH AMENDED PLAN BY EACH HOLDER OF A CLAIM OR EQUITY INTEREST. THE DISCLOSURE STATEMENT IS INTENDED TO AID AND SUPPLEMENT THAT REVIEW. THE DESCRIPTION OF THE SEVENTH AMENDED PLAN IS A SUMMARY ONLY, WHICH IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF THE SEVENTH AMENDED PLAN, AND IF ANY INCONSISTENCY EXISTS BETWEEN THE TERMS AND PROVISIONS OF THE SEVENTH AMENDED PLAN AND THIS DISCLOSURE STATEMENT, THE TERMS AND PROVISIONS OF THE SEVENTH AMENDED PLAN ARE CONTROLLING. HOLDERS OF CLAIMS AND EQUITY INTERESTS AND OTHER PARTIES IN INTEREST ARE CAUTIONED TO REVIEW THE SEVENTH AMENDED PLAN AND ANY RELATED ATTACHMENTS FOR A FULL UNDERSTANDING OF THE SEVENTH AMENDED PLAN’S PROVISIONS.

III. GENERAL OVERVIEW OF THE SEVENTH AMENDED PLAN

A. Chapter 11 Overview

Chapter 11 is the chapter of the Bankruptcy Code primarily used for business reorganization. Asset sales, stock sales, and other disposition efforts, however, can also be conducted

during a chapter 11 case or pursuant to a chapter 11 plan. Under chapter 11, a company endeavors to restructure its finances such that it maximizes recovery to its creditors and other stakeholders. Formulation of a chapter 11 plan is the primary purpose of a chapter 11 case. A chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and stockholders with respect to their claims against and equity interests in the debtor. According to section 1125 of the Bankruptcy Code, acceptances of a chapter 11 plan may be solicited only after a written disclosure statement has been provided to each creditor or stockholder who is entitled to vote on the plan. This Disclosure Statement is presented by the Debtors to holders of Claims against and Equity Interests in the Debtors to satisfy the disclosure requirements contained in section 1125 of the Bankruptcy Code.

B. Significant Features of the Seventh Amended Plan

The following is a brief overview of certain provisions of the Seventh Amended Plan and is qualified in its entirety by reference to the full text of the Seventh Amended Plan, a copy of which is annexed hereto as Exhibit A, as well as the documents included in the Plan Supplement. For a more detailed summary of the terms and provisions of the Seventh Amended Plan, see Article VI below.

1. Reorganization

The Seventh Amended Plan contemplates a reorganization of the Debtors pursuant to chapter 11 of the Bankruptcy Code. After the Effective Date of the Seventh Amended Plan, Reorganized WMI's assets will consist of its Equity Interests in WMI Investment and WMMRC, as well as in WMB (unless and until WMI abandons its interest in WMB prior to the Effective Date, as discussed further in Article VIII hereof and in all respects, in a manner consistent with previously issued rulings by the Bankruptcy Court), the Senior Notes Release Consideration and Senior Subordinated Notes Consideration (discussed below in Section III.B.6.b(iv) hereof), as well as, as a result of the Reorganized Common Stock Elections, certain Runoff Proceeds and Litigation Proceeds.

As set forth in Sections 1.140 and 27.3 of the Seventh Amended Plan, all of WMI Investment's assets will be contributed to a Liquidating Trust (discussed below), such that WMMRC, which is currently operating on a "runoff" basis, will be Reorganized WMI's only operating subsidiary. WMMRC, a Hawaiian corporation and non-debtor, wholly-owned subsidiary of WMI, is a captive reinsurance company, created to reinsure the risk associated with residential mortgages that were originated or acquired by WMB. Mortgage insurance for WMB-originated or acquired loans had historically been provided by seven mortgage insurance companies (collectively, the "Mortgage Insurers"), although currently WMMRC is party to mortgage reinsurance agreements (the "Reinsurance Agreements") with only six mortgage insurance companies. WMMRC entered into Reinsurance Agreements with each Mortgage Insurer, pursuant to which it would share in the risk, in the form of claim losses, in exchange for a portion of the premiums generated from the residential mortgage loan portfolio held by the Mortgage Insurer.¹⁹ See Section IV.A.6 and Articles VII and VIII hereof for financial projections and information related to Reorganized WMI (including, in particular, WMMRC), as well as further discussions relevant to WMMRC's business and to certain tax consequences related to the consummation of the Seventh Amended Plan.

¹⁹ One of WMMRC's Reinsurance Agreement counterparties is PMI Mortgage Ins. Co., Inc. ("PMI Mortgage"), which Entity was seized by Arizona state regulators on October 20, 2011. The Debtors understand that, although PMI Mortgage has ceased writing new business, PMI Mortgage will continue to insure its existing mortgage loan portfolio on a runoff basis, and will continue to make payments of premium income to WMMRC pursuant to the Reinsurance Agreement.

Pursuant to the Seventh Amended Plan, Reorganized WMI will issue (i) the Runoff Notes and (ii) the Reorganized Common Stock. Certain Creditors may elect to receive or may by default receive Runoff Notes in lieu of the distributions of Creditor Cash such holders would otherwise be eligible to receive on the Effective Date, which elections will be honored, to the extent Runoff Notes are available and to the extent that electing holders are entitled to receive Creditor Cash on the Effective Date, in a manner consistent with the Subordination Model annexed as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof. The Reorganized Common Stock will be distributed (i) to holders of Equity Interests, to be allocated among the current holders of WMI's preferred and common Equity Interests in the manner set forth in the Seventh Amended Plan or such other manner as ordered by the Bankruptcy Court, and (ii) with respect to the Common Stock Allotment (*i.e.*, 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), to those eligible Creditors that make Reorganized Common Stock Elections, all as discussed in greater detail below.

Reorganized WMI will be funded by (i) the Seventy Five Million Dollar (\$75,000,000.00) Senior Notes Release Consideration and Senior Subordinated Notes Consideration from the holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims, (ii) as a result of the Reorganized Common Stock Elections, subject to the relative priorities thereto set forth in the definitive documentation governing the Runoff Notes, Runoff Proceeds in an aggregate original amount of Ten Million Dollars (\$10,000,000.00) plus any interest accrued thereon at a rate of thirteen percent (13%) per annum, as well as certain Litigation Proceeds, and (iii) to the extent of any, all Runoff Proceeds that are generated after full satisfaction of all amounts due on the Runoff Notes. In addition, subject to the terms and conditions set forth more fully in the Seventh Amended Plan and the definitive documentation governing such loans, AAOC has committed to provide the One Hundred Twenty Five Million Dollar (\$125,000,000.00) Credit Facility to be used by Reorganized WMI to finance working capital and general corporate purposes, as well as certain permitted acquisitions and transactions.

a. *Runoff Proceeds*

As discussed in Section IV.A.6 hereof, WMMRC's existing portfolio of assets is held in the following trusts and accounts (such trusts and accounts, collectively, the "WMMRC Trusts"): (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).

Pursuant to the Seventh Amended Plan and the definitive documentation governing the Runoff Notes (discussed below), the "*Runoff Proceeds*" are (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 WMMRC Trusts less, without duplication, (ii)(A) the reasonable and necessary costs and expenses of the WMMRC Trusts and the Trust Holder (defined below) (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 (as

defined in the definitive documentation governing the Runoff Notes), expenses of administering the indenture for the Runoff Notes and taxes) attributable to the administration of the WMMRC 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 Trust Holder or Reorganized WMI in cash, securities and/or other property from any sale, liquidation, merger or other disposition in respect of the Trust Holder or its interests in the WMMRC Trusts or the assets thereof. Pursuant to the definitive documentation governing the Runoff Notes, the inclusion of clause (b) of the definition of Runoff Proceeds 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 WMMRC Trusts.

b. Runoff Notes

The "Runoff Notes," which are more fully described in the definitive documents governing the Runoff Notes, as attached as an exhibit to the Seventh Amended Plan, are the non-recourse senior secured promissory notes to be issued on the Effective Date by Reorganized WMI, in two series, with a combined original principal amount of One Hundred Forty Million Dollars (\$140,000,000.00), which will be reduced to a combined original principal amount of One Hundred Thirty Million Dollars (\$130,000,000.00) on account of the Reorganized Common Stock Elections, as follows: (i) the First Lien Runoff Notes, in an original principal amount of One Hundred Ten Million Dollars (\$110,000,000.00) (the "First Lien Runoff Notes"); and (ii) the Second Lien Runoff Notes, in an original principal amount of Twenty Million Dollars (\$20,000,000.00) (the "Second Lien Runoff Notes"). Any summary of the Runoff Notes set forth herein is subject, in its entirety, to the definitive documents governing the Runoff Notes, and in the event of any conflict between this summary and such documents, such documents shall govern. The Runoff Notes bear interest at a rate of thirteen percent (13%) per annum, payable in cash to the extent available and payable in kind through quarterly capitalization of accrued interest to the extent cash is unavailable.

The Runoff Notes' original principal amount of One Hundred Forty Million Dollars (\$140,000,000.00) will be subject to reduction on account of the Reorganized Common Stock Elections described in Sections I.G.1.a and III.B.6.b(iv) hereof. Specifically, to the extent any holder of an Allowed Senior Notes Claim, Allowed Senior Subordinated Notes Claim, Allowed General Unsecured Claim, Allowed CCB-1 Guarantees Claim, Allowed CCB-2 Guarantees Claim, Allowed PIERS Claim or, on a contingent basis, Disputed Claim or Dime Warrant, makes the Reorganized Common Stock Election described in Sections I.G.1.a and III.B.6.b(iv) hereof, such holder's share of the Runoff Notes to which the Reorganized Common Stock Election was effective will not be issued, thereby reducing the aggregate amount of Runoff Notes outstanding and, subject to the relative priorities set forth below, Reorganized WMI will retain (and will not transfer to the Liquidating Trust) Runoff Proceeds in an amount equal to the payments of principal and interest that would have been due on the Runoff Notes to which the Reorganized Common Stock Election was effective (*i.e.*, One Dollar (\$1.00) of original principal amount of Runoff Notes for each share of Reorganized Common Stock). AAOC has committed to make the Reorganized Common Stock Elections (to the extent such elections are not made by other eligible Creditors) with respect to any distributions of Runoff Notes that AAOC is eligible to receive pursuant to the Seventh Amended Plan on account of such holders' Allowed PIERS Claims, in an aggregate principal amount of *up to* Ten Million Dollars (\$10,000,000.00). Thus, as a result, the aggregate original principal amount of Runoff Notes issued will be One Hundred Thirty Million Dollars (\$130,000,000.00).

To the extent an electing Creditor receives Reorganized Common Stock pursuant to the foregoing election, such Creditor's share of the Runoff Notes to which the election was effective (*i.e.*, One Dollar (\$1.00) of original principal amount of Runoff Notes for each share of Reorganized Common Stock) will not be issued and Reorganized WMI will retain an economic interest in the Litigation Proceeds (and such proceeds will not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such holder (solely in its capacity as the holder of the Allowed Claim to which the Reorganized Common Stock Election is effective) otherwise would have received (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).

Runoff Notes Collateral. Reorganized WMI will use its commercially reasonable efforts to cause the transfer of the WMMRC Trusts and their assets to a "protected cell" pursuant to § 431:19-303 of Title 24 of the Hawaii Code ("Newco"), the equity of which will be owned by Reorganized WMI in conformance with all applicable requirements of law, and subject to certain restrictions (such transfer, the "Insurance Book Closing"). Reorganized WMI will, and will cause the Entity holding the WMMRC Trusts and their assets (*i.e.*, WMMRC or, after the Insurance Book Closing, Newco) (such Entity, the "Trust Holder"), to segregate and not commingle the Runoff Proceeds with any other funds. Reorganized WMI will cause the Trust Holder to seek permission of applicable regulators to pay, to the extent permitted by applicable law and regulation (including without limitation, state insurance regulations), all Runoff Proceeds to Reorganized WMI as a distribution, dividend or other payment in respect of Reorganized WMI's equity in the Trust Holder (as defined in the definitive documentation governing the Runoff Notes, the "Runoff Proceeds Distributions"). At all times, all of the Runoff Proceeds Distributions will be deposited directly into a securities or deposit account (as defined in the definitive documentation governing the Runoff Notes, the "Collateral Account") on the date paid to Reorganized WMI. All Runoff Proceeds delivered to the Collateral Account will be applied in the following order:

- (i) *first*, to satisfy any fees and expenses of the indenture trustee for the Runoff Notes and the agent for the Collateral Account then due and owing for any services rendered pursuant to the documentation governing the Runoff Notes;
- (ii) *second*, to Reorganized WMI until Reorganized WMI has received an aggregate amount equal to (i) Four Million Dollars (\$4,000,000.00) plus (ii) an additional amount equal to 13% per annum on the unpaid portion of such Four Million Dollars (\$4,000,000.00).
- (iii) *third*, to accrued and unpaid interest on the First Lien Runoff Notes and then to the outstanding principal of the First Lien Runoff Notes until all accrued and unpaid interest on and principal of the First Lien Runoff Notes have been paid in full;
- (iv) *fourth*, to Reorganized WMI until Reorganized WMI has received an aggregate amount equal to (i) Six Million Dollars (\$6,000,000.00) plus (ii) an additional amount equal to 13% per annum on the unpaid portion of such Six Million Dollars (\$6,000,000.00);
- (v) *fifth*, to accrued and unpaid interest on the Second Lien Runoff Notes and then to the outstanding principal of the Second Lien Runoff Notes until all accrued and unpaid interest on and principal of the Second Lien Runoff Notes have been paid in full; and
- (vi) *sixth*, to Reorganized WMI.

Reorganized WMI has agreed to use commercially reasonable efforts to obtain approval of the applicable regulators to grant a first priority perfected lien in the equity of WMMRC (to the extent and so long as WMMRC is the Trust Holder), and from and after the Insurance Book Closing, in the equity issued by and the assets of Newco, in each case to secure Reorganized WMI's obligations in respect of the First Lien Runoff Notes. The First Lien Runoff Notes will also be secured by a first priority perfected security interest in the Collateral Account and the Runoff Proceeds Distributions (together with the collateral described in the preceding sentence, the "Runoff Notes Collateral"). The Second Lien Runoff Notes will be secured by a second priority, "silent," perfected security interest in the Runoff Notes Collateral. The Runoff Notes will have recourse solely to the Runoff Notes Collateral and, to the extent of any Runoff Proceeds that were required to be deposited in the Collateral Account but were not so deposited and in certain other limited circumstances set forth in the definitive documentation governing the Runoff Notes, to Reorganized WMI. The right of the holders of the Runoff Notes to receive payment from the Collateral Account and the liens in the Runoff Notes Collateral will be subject to the right of Reorganized WMI to receive payments from the Collateral Account in accordance with the order of priorities described above.

Reorganized WMI has no obligation to satisfy any deficiency if the Runoff Proceeds are insufficient to fully repay the Runoff Notes. There are no assurances that Runoff Proceeds will in fact be sufficient to fully repay the Runoff Notes. Indeed, the Projections (defined below) set forth in Article VII hereof, project that the Runoff Proceeds will be sufficient to satisfy only a portion of the principal and interest owed in connection with the Second Lien Runoff Notes.

Reorganized WMI is prohibited from permitting liens on the Collateral Account, any interests in the Trust Holder, Newco or in any of the WMMRC Trusts, the Runoff Proceeds Distributions or any Runoff Proceeds, or deposit accounts into which Runoff Proceeds are deposited or any proceeds, other than the lien in favor of the agent for the Collateral Account for the benefit of the holders of the First Lien Runoff Notes and Second Lien Runoff Notes or as otherwise permitted pursuant to the definitive documents governing the Runoff Notes. In addition, the Trust Holder will be prohibited from transferring any interest it has in any of the WMMRC Trusts, will be required to remain a wholly-owned subsidiary of Reorganized WMI, and its activities will be limited to administering the WMMRC Trusts, collecting premiums, and depositing the Runoff Proceed Distributions into the Collateral Account.

The final maturity date of the Runoff Notes is the eighteenth (18th) anniversary of the issuance of the Runoff Notes. Any and all of the Runoff Notes, however, may be redeemed, at Reorganized WMI's discretion, at any time without premium or penalty. All Runoff Proceeds generated after satisfaction in full of all amounts due on the Runoff Notes, if any, will be contributed to Reorganized WMI.

The Runoff Notes will be issued pursuant to the exemption from securities laws afforded by Section 1145 of the Bankruptcy Code and pursuant to an indenture qualified under the Trust Indenture Act. The Runoff Notes will be freely transferable by any Entity other than an Entity deemed an affiliate of Reorganized WMI; provided, however, that the Second Lien Runoff Notes may include certain restrictions on accumulation of 4.75% or more of the aggregate principal amount of such notes if such restrictions would not preclude the listing of such notes with the Depository Trust Company ("DTC").

c. Reorganized Common Stock

"Reorganized Common Stock" is the Two Hundred Million (200,000,000) shares of duly authorized common stock of Reorganized WMI to be issued on the Effective Date, with a par value of \$0.00001 per share.

2. Credit Facility

The Seventh Amended Plan provides that the lenders under the Credit Facility will provide the Credit Facility, also discussed in Sections I.G.2 and VI.G.11 hereof, to Reorganized WMI, as borrower, for the purposes of financing Reorganized WMI's working capital and general corporate purposes, as well as permitted acquisitions and permitted originations by Reorganized WMI, as more fully described in the Seventh Amended Plan and the definitive documents governing the Credit Facility, which documents are attached as an exhibit to the Seventh Amended Plan. Any summary of the Credit Facility set forth herein is subject, in its entirety, to the definitive documents governing the Credit Facility, and in the event of any conflict between this summary and such documents, such documents shall govern.

The Credit Facility is a senior secured multi-draw term loan with a four and one-half (4½) year or five (5) year maturity, as applicable, a three (3) year availability period, and an aggregate original principal amount not to exceed One Hundred Twenty Five Million Dollars (\$125,000,000.00), to be made available to Reorganized WMI in three tranches, namely, (i) the Tranche A Credit Facility (including the Tranche A-1 Term Loan) in the aggregate amount of Twenty Five Million Dollars (\$25,000,000.00) and (ii) the Tranche B Credit Facility of One Hundred Million Dollars (\$100,000,000.00). Reorganized WMI may draw on the Tranche A Credit Facility to fund working capital and for general corporate purposes, as set forth in the documents governing the Credit Facility. Reorganized WMI may draw on the Tranche B Credit Facility, however, only to fund "Permitted Acquisitions" and "Permitted Originations" (as such terms are defined in the documents governing the Credit Facility).

Permitted Acquisitions. The financing agreement governing the Credit Facility defines a "Permitted Acquisition" as an acquisition meeting certain criteria, including, among others, the requirements that (i) any assets or equity interests acquired will be part of a business engaged in financial services, insurance services, origination of loan or insurance or financial services assets, (ii) not less than twenty percent (20%) of the purchase price is funded by new equity contributions or subordinated indebtedness or with cash on hand (other than proceeds of the Credit Facility, "Restricted Disposition Proceeds" (defined in the documentation governing the Credit Facility to include the proceeds of dispositions of assets or equity interests to the extent purchased with proceeds advanced pursuant to the Credit Facility) and proceeds of other indebtedness). Pursuant to the definitive documentation governing the Credit Facility, funds drawn from the Credit Facility may be used to finance a Permitted Acquisition only if such acquisition has been (i) approved by either a majority of Reorganized WMI's board of directors, including the member appointed by AAOC, or (ii) approved by a majority of Reorganized WMI's board of directors excluding the member appointed by AAOC and pursuant to the Independent Valuation Process as defined in such documentation and including the opinion of a qualified valuation firm that the consideration paid is not greater than the fair market value of the property acquired.

Permitted Originations. The financing agreement governing the Credit Facility defines a "Permitted Origination" as an origination subject to a business plan that has been approved by Reorganized WMI's board of directors that meets certain criteria, including, among others, the requirement that at least twenty percent (20%) of the amount requested by Reorganized WMI in connection with any proposed origination business is funded by new equity contributions or subordinated indebtedness or with cash on hand (other than proceeds of the Credit Facility, "Restricted Disposition Proceeds" (defined in the documentation governing the Credit Facility to include the proceeds of dispositions of assets or equity interests to the extent purchased with proceeds advanced pursuant to the Credit Facility) and proceeds of other indebtedness). The Tranche B Credit Facility advances in connection with Permitted Originations will be in an amount less than or equal to Ten Million Dollars

(\$10,000,000.00) in the aggregate or greater amounts if approved by lenders holding at least two-thirds of the sum of the outstanding principal amount and unfunded commitments, in their sole discretion.

Outstanding amounts on the Credit Facility bear interest at a rate of seven percent (7.0%) per annum, with Reorganized WMI having the option to pay one percent (1%) thereof in kind. AAOC's obligation to provide the Credit Facility is conditioned on Reorganized WMI's maintenance of certain performance ratios, as set forth in more detail in the documents governing the Credit Facility. Each of the draws pursuant to the Credit Facility will be not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and, once repaid, may not be re-borrowed. The number of draws permitted will be limited to one per month. Upon the first draw on each respective tranche under the Credit Facility, a funding fee of one and a half percent (1.5%) of the full amount of the commitments in each respective tranche will be earned in full, due and will be paid by capitalizing such amount and adding it to the principal amount of the Credit Facility. Subject to applicable law and necessary regulatory approvals, the Credit Facility will be guaranteed by all existing and future subsidiaries of Reorganized WMI (collectively, the "Guarantors"), be secured by a first perfected priority security interest in all real and personal assets (subject to limited exceptions to be agreed upon) of Reorganized WMI and the Guarantors (including, to the extent permitted by applicable law and approval by applicable regulatory authorities the pledge of the capital stock and assets of Reorganized WMI's subsidiaries) and contain other terms and conditions as may be agreed upon.

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

3. Creditor Cash

As discussed in Section III.B.6.b(iv) and Article VI below, pursuant to the Seventh Amended Plan, 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, and Allowed PIERS Claims in Classes 2, 3, 12, 14, 15, and 16, respectively, will receive, in accordance with the Subordination Model annexed as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof, their Pro Rata Share of Creditor Cash on account of their Allowed Claims and Postpetition Interest Claims. Creditor Cash is the excess Cash, if any, of (i) all Cash and Cash Equivalents to be distributed by the Disbursing Agent in accordance with the Seventh Amended 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 Seventh Amended 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 of the Seventh Amended Plan, and fees and expenses of the Disbursing Agent as of the Effective Date, (b) necessary to fund the Liquidating Trust in accordance with the Seventh Amended 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.

The Debtors estimate that the total amount of Creditor Cash available on the Effective Date will be approximately \$6.25 billion. This includes \$2.095 billion of Tax Refunds (representing WMI's portion under the Global Settlement Agreement, after the payment to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Notes Holders as and to the extent set forth in the Seventh Amended Plan, as discussed in Sections VI.B.18.a and V.B.5.g(i) below) based on receipt of an aggregate of approximately \$5.278 billion of tax refunds.

4. The Liquidating Trust

As discussed in Sections III.B.6.b(iv), III.B.6.b(vi), V.B.5.g(i), VI.B.2, VI.B.3, VI.B.12, VI.B.15, VI.B.16, VI.B.17, VI.B.18.a, VI.B.18.b, VI.B.19, VI.B.20, and VI.D below, the Seventh Amended Plan provides for the establishment of a Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries—(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, (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 in accordance with the terms and provisions of the Seventh Amended Plan. The Liquidating Trust Assets will include 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 of the Seventh Amended Plan, 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. For the avoidance of doubt, the Liquidating Trust Assets shall include abandoned and/or escheated property received after the Effective Date. The Liquidating Trust Interests will not be transferable or assignable except by will, intestate succession or operation of law.

Except with respect to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Notes Claims, Liquidating Trust Interests will be distributed to holders of Allowed Claims pursuant to the Seventh Amended Plan in accordance with the Subordination Model annexed as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof. As discussed in Sections III.B.6.b(vi), V.B.5.g(i), VI.B.18.a, and VI.B.18.b below, the interests of holders of WMB Senior Notes Claims and Accepting Non-Filing Senior Notes Holders in the Liquidating Trust are limited to the BB Liquidating Trust Interests, or those certain Liquidating Trust Interests that, 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).

a. The Trust Advisory Board

The Trust Advisory Board will consist initially of seven (7) members, with three (3) of such members selected by the Creditors' Committee (together with any successors, the "CC Members"), three (3) selected by the Equity Committee (together with any successors, the "EC Members") and one (1) selected by the Creditors' Committee subject to approval by the Equity Committee (together with any successor, the "CC-EC Member"), which approval will not be unreasonably withheld. The Trust Advisory Board will have oversight responsibility for all functions of the Liquidating Trust including, among others: (i) determination of the timing and amount of distributions to the Liquidating Trust Beneficiaries, subject to the objective criteria set forth in the Plan; (ii) subject to the terms of the Liquidating Trust Agreement, liquidation of assets of the Liquidating Trust; and (iii) reconciliation of claims asserted against the Debtors and their chapter 11 estates, including, without limitation, oversight of the litigation of Disputed Claims within Class 12 (General Unsecured Claims) and Claims that, if litigated, could result in the classification of such Claims within Class 12 (General Unsecured Claims), including claims relating to the Dime Warrants.

If, during the term of the Liquidating Trust, the aggregate outstanding amount of the Liquidating Trust Interests representing (i) Allowed Claims, (ii) the greater of Intercreditor Interest Claims or Postpetition Interest Claims in respect of such Allowed Claims, (iii) Disputed Claims, (iv) the greater of Intercreditor Interest Claims or Postpetition Interest Claims in respect of such Disputed Claims, and (v) contingent, unliquidated Claims, is Fifty Million Dollars (\$50,000,000.00) or less, (X) one (1) CC Member who is not a CC Subcommittee Member (as defined below) shall without any further action by the Liquidating Trustee, the Trust Advisory Board, the Bankruptcy Court or any other Person, resign, and (Y) within twenty (20) Business Days of such event, the EC Members shall appoint a new member of the Trust Advisory Board and notify the Liquidating Trustee in writing. If, during the term of the Liquidating Trust, all Liquidating Trust Interests representing Allowed Claims and Postpetition Interest Claims in respect of such Allowed Claims are paid in full, (X) any remaining CC Members shall be removed immediately without any further action by the Liquidating Trustee, the Trust Advisory Board, the Bankruptcy Court or any other Person, and (Y) within twenty (20) Business Days of such event, the remaining members of the Trust Advisory Board shall (i) appoint two (2) new members of the Trust Advisory Board and notify the Liquidating Trustee in writing, or (ii) elect to continue without such replacement members and notify the Liquidating Trustee in writing.

In the event of a vacancy in a member's position (whether by removal, death or resignation), a new member may be appointed, (A) in the case of a CC Member, by the other CC Member(s) or, if there are no remaining CC Members, by (1) the Creditors' Committee as notified in writing to the Trust Advisory Board and the Liquidating Trustee within five (5) Business Days, or (2) if the Creditors' Committee has been dissolved, the Liquidating Trustee as notified in writing to the Trust Advisory Board within five (5) Business Days, (B) in the case of an EC Member, by the other EC Members, or (C) in the case of the CC-EC Member, by the other CC Member(s) subject to the approval of the EC Members (such approval not to be unreasonably withheld) or, if there is no remaining CC Member, by the Creditors' Committee subject to the reasonable approval of the EC members as notified in writing to the Trust Advisory Board and the Liquidating Trustee within five (5) Business Days. In each case, the appointment of a successor member of the Trust Advisory Board shall be evidenced by the filing with the Bankruptcy Court by the Liquidating Trustee of a notice of appointment, which notice shall include the name, address, and telephone number of the successor member of the Trust Advisory Board.

Currently, (i) Wells Fargo Bank, N.A., Arnold Kastenbaum and Marc Kirschner have been selected as CC Members of the Trust Advisory Board; (ii) Joel Klein, Michael Willingham and the Honorable Douglas Southard have been selected as EC Members of the Trust Advisory Board; (iii) Matthew Cantor has been selected as the CC-EC Member of the Trust Advisory Board, and (iv) William Kosturos has been named the Liquidating Trustee. One CC Member and one EC Member have not yet been selected.

The identification of the remaining initial members of the Trust Advisory Board will be established prior to the Effective Date. Members of the Trust Advisory Board shall receive such market compensation as is agreeable to each of the Debtors, the Creditors' Committee, the Equity Committee, and AAOC, or such other compensation as the Bankruptcy Court finds to be reasonable.

Each member of the Trust Advisory Board shall have a fiduciary duty to act in the best interests of the Liquidating Trust Beneficiaries as a whole.

b. *The Litigation Subcommittee*

On the Effective Date, the Litigation Subcommittee will be formed and will be initially comprised of one (1) member selected by the Creditors' Committee from the CC Members of the Trust Advisory Board (together with any successors, the "CC Subcommittee Member"), and two (2) members, who shall also be the EC Members of the Trust Advisory Board. Each member of the Litigation Subcommittee shall continue to act as a member of the Litigation Subcommittee until he or she is no longer a member of the Trust Advisory Board.

The Litigation Subcommittee will oversee (i) the prosecution of, subject to the exculpation and release provisions of the Seventh Amended Plan, (A) D&O Claims, (B) claims against professionals and representatives retained by the Debtors with respect to actions arising during the period prior to the Petition Date; and (C) claims arising prior to the commencement of the Debtors' bankruptcy cases against third-parties for any non-contractual breach of duty to WMI, including, but not limited to, antitrust claims and business tort claims (collectively, categories (A), (B), and (C) are the "Recovery Claims") and (ii) the defense of Junior Disputed Claims (other than Claims that, if litigated, could result in the classification of such Claims in Class 12 (General Unsecured Claims)), including Disputed Claims of WMB Noteholders for misrepresentation, which Disputed Claims are classified in Class 18 (Subordinated Claims) pursuant to the Seventh Amended Plan. In connection with the foregoing, and subject to the review and approval of the Bankruptcy Court, upon notice and a hearing, the Litigation Subcommittee shall have discretion over the following matters: (x) retention of counsel and professionals in conjunction with the Recovery Claims and the Junior Disputed Claims; provided, however, that the prosecution of any D&O Claims shall be handled by Klee, Tuchin, Bogdanoff, & Stern LLP and the defense of any Junior Disputed Claims shall be handled by Weil, Gotshal & Manges LLP, Quinn Emanuel Urquhart & Sullivan, LLP and such other counsel as may be appointed from time to time with the consent of the Trust Advisory Board; (y) prosecution and settlement of the Recovery Claims; and (z) establishment of budgets and expenditure of the first Ten Million Dollars (\$10,000,000.00) of the Litigation Funding (as defined below). In the event that all of the Litigation Funding has been spent, the Litigation Subcommittee may request additional funds from the Trust Advisory Board who shall have the sole and absolute discretion as to whether to allocate such additional funds. To the extent the Litigation Funding or any additional funds that are allocated to the Litigation Subcommittee are unused, such funds shall be distributed by the Liquidating Trust in accordance with the terms and conditions of the Seventh Amended Plan.

Each member of the Litigation Subcommittee will be a member of the Trust Advisory Board. The identification of such Litigation Subcommittee member will be made prior to the Effective Date and any compensation to be paid for being a member of the Litigation Subcommittee will be established prior to the Effective Date and be set forth in the Confirmation Order.

c. *Funding of Liquidating Trust Activities*

On the Effective Date, there shall be set aside out of the Liquidating Trust Assets an amount of Cash reasonably determined by the Debtors and the Creditors' Committee prior to the Effective Date to be necessary to fund the activities of the Liquidating Trust, which amount shall be Sixty Million Dollars (\$60,000,000.00) (the "Funding"); provided, however, that the Funding may be increased from time to time during the term of the Liquidating Trust upon the request of the Liquidating Trustee and the approval of the Trust Advisory Board, such approval not to be unreasonably withheld. Twenty Million Dollars (\$20,000,000.00) of the Funding (the "Litigation Funding") will be allocated to the Litigation Subcommittee, with both the first Ten Million Dollars (\$10,000,000.00) of the Litigation Funding and the second Ten Million Dollars (\$10,000,000.00) of the Litigation Funding to be used for the prosecution of the Recovery Claims (as defined above); provided, however, that, prior to the allocation and use of any portion of the second Ten Million Dollars (\$10,000,000.00) of the Litigation Funding, the Litigation Subcommittee shall obtain the approval of the Trust Advisory Board as to the reasonable expenditure of such funds, which approval will not be unreasonably withheld. Subject to the terms of the Liquidating Trust Agreement, the Litigation Funding may be increased during the term of the Liquidating Trust upon the request of the Litigation Subcommittee and the approval of the Trust Advisory Board, which approval may be granted or withheld by the Trust Advisory Board in its sole and absolute discretion. Further, the Liquidating Trust Agreement does not preclude the Trust Advisory Board or the Litigation Subcommittee from seeking additional financing from sources other than the Liquidating Trust Assets in the discharge of their fiduciary duties.

Any funds recovered by settlement, judgment, or otherwise on the Recovery Claims will be held by the Liquidating Trust and be distributed in accordance with the terms and conditions of the Seventh Amended Plan. To the extent the Litigation Funding or any additional funds that are allocated to the Litigation Subcommittee are unused, such funds shall be distributed by the Liquidating Trust in accordance with the terms and conditions of the Seventh Amended Plan.

d. *Litigation and Settlement Authority*

The Liquidating Trustee shall submit any proposed settlement, disposition or abandonment of any Claims asserted against the Debtors or the Debtors' estates to the Trust Advisory Board or to the Litigation Subcommittee for consideration and approval, other than (i) any proposed final settlement, disposition or abandonment that was made or accepted by the Debtors prior to the Effective Date, 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), and (ii) any settlement, disposition or abandonment of a GUC Claim (as defined below) where the proposed settlement, disposition or abandonment amount with respect to such GUC Claim is \$2,000,000.00 or less (each such GUC Claim, a "De Minimis GUC Claim"). Proposed settlements, dispositions or abandonments of (A) Claims asserted against the Liquidating Trust (other than De Minimis GUC Claims), (B) claims previously asserted against the Debtors or the Debtors' estates within Class 12 (General Unsecured Claims) of the Seventh Amended Plan ("GUC Claims"), or (C) Claims, that if litigated, could result in the classification of such Claim within Class 12 (General Unsecured Claims), including claims related to Dime Warrants, in each case, shall be submitted to the Trust Advisory Board for consideration and approval and the Trust Advisory Board shall promptly, and in any event within twenty (20) Business Days of such submission,

make a determination regarding the proposed settlement, disposition or abandonment. Proposed settlements, abandonments or dispositions of Claims asserted against the Liquidating Trust or claims previously asserted against the Debtors or the Debtors' estates within Class 17A (WMB Senior Notes Claims), Class 17B (WMB Subordinated Notes Claims) and Class 18 (Subordinated Claims) of the Plan (collectively, the "Junior Disputed Claims"), shall be submitted to the Litigation Subcommittee for consideration and approval and the Litigation Subcommittee shall promptly, and in any event within twenty (20) Business Days of such submission, make a determination regarding the proposed settlement, disposition or abandonment. If the Litigation Subcommittee does not approve a settlement offer that the Liquidation Trustee believes in good faith should be accepted within twenty (20) Business Days of its submission to the Litigation Subcommittee, the Liquidating Trustee may submit the settlement offer to the Trust Advisory Board for consideration and approval.

The Trust Advisory Board shall have the authority, subject to Bankruptcy Court review and approval, to settle all GUC Claims (other than any De Minimis GUC Claim) and all Claims relating to Dime Warrants. Notwithstanding the foregoing, the Litigation Subcommittee shall have authority to settle all Recovery Claims and the Junior Disputed Claims (other than Claims that, if litigated, could result in the classification of such Claims within Class 12 (General Unsecured Claims)), subject to Bankruptcy Court review and approval; provided, however, that, from and after the expiry of the six (6) month period beginning on the Effective Date, both the Trust Advisory Board and the Litigation Subcommittee shall have the authority to settle all Recovery Claims and the Junior Disputed Claims, subject to Bankruptcy Court review and approval.

The Trust Advisory Board shall have the authority to retain counsel and professionals in conjunction with the GUC Claims (other than any De Minimis GUC Claim), subject to Bankruptcy Court review and approval. Except as provided above, the Litigation Subcommittee will have authority to retain counsel and professionals in conjunction with the Recovery Claims and Junior Disputed Claims, subject to Bankruptcy Court review and approval.

5. Reorganized WMI's Board of Directors

The initial members of Reorganized WMI's board of directors will be selected as follows: four (4) members selected by the Equity Committee and one (1) member selected by the lenders party to the Credit Facility. Subsequently, the owners of the Reorganized Common Stock will elect the board of Reorganized WMI; provided, however, that for so long as the Credit Facility is outstanding, the lenders party to the Credit Facility will be entitled to appoint one member to the board of Reorganized WMI.

6. General Overview of Treatment Pursuant to the Seventh Amended Plan of Allowed Claims and Equity Interests

The following constitutes a generalized overview of the treatment provisions of the Seventh Amended Plan. The summaries set forth below are qualified in their entirety by the provisions of the Seventh Amended Plan, which are summarized in greater detail in Article VI hereof.

a. Treatment of Unclassified Claims

(i) Allowed Administrative Expense Claims

As set forth in Section VI.A.1 below, pursuant to the Seventh Amended Plan, holders of Allowed Administrative Expense Claims will be paid in full, in Cash, or in accordance with such other

terms as may be agreed upon by the holder of an Administrative Expense Claim and the Disbursing Agent; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors will 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 will be barred and the holder thereof shall not be entitled to a distribution pursuant to the Seventh Amended Plan.

(ii) Allowed Professional Compensation and Reimbursement Claims

As set forth in Section VI.A.2 below, except as otherwise provided in Section 41.18 of the Seventh Amended Plan, 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.

(iii) Allowed Priority Tax Claims

As set forth in Section VI.A.3 below, pursuant to the Seventh Amended Plan, 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.

b. Treatment of Non-Subordinated Claims

(i) Treatment of Allowed Claims in Class 1

As set forth in Section VI.B.1 below, pursuant to the Seventh Amended Plan, holders of Allowed Priority Non-Tax Claims will be paid in full, in Cash, on the Effective Date.

(ii) Treatment of Allowed Claims in Classes 4, 5, 6, 7, 8, 9, 10, and 11

As set forth in more detail in Sections VI.B.4, VI.B.5, VI.B.6, VI.B.7, VI.B.8, VI.B.9, VI.B.10, and VI.B.11 below, pursuant to the Seventh Amended Plan and the Global Settlement Agreement, JPMC will pay or fund the payment of all Allowed WMI Medical Claims (Class 4), Allowed

JPMC Rabbi Trust/Policy Claims (Class 5), Allowed Other Benefit Plan Claims (Class 6), Allowed Qualified Plan Claims (Class 7), Allowed WMB Vendor Claims (Class 8), Allowed Visa Claims (Class 9), Allowed Bond Claims (Class 10), and Allowed Vendor Claims (Class 11).

(iii) Treatment of Allowed Convenience Claims in Class 13 and Certain Electing Allowed General Unsecured Claims in Class 12

As set forth in more detail in Section VI.B.14 hereof, the Debtors will pay, in full in Cash, all Allowed Convenience Claims, as well as any Allowed General Unsecured Claims to the extent that the holders thereof elect, on their Ballots, to have their Allowed Claims reduced to Fifty Thousand Dollars (\$50,000.00) to be treated as Allowed Convenience Claims.

(iv) Treatment of Allowed Claims in Classes 2, 3, 12, 14, 15, and 16

As set forth in more detail in Sections VI.B.2, VI.B.3, VI.B.12, VI.B.15, VI.B.16, and VI.B.17 below, the Seventh Amended Plan is structured so that, subject to the Senior Notes Release Consideration and Senior Subordinated Notes Release Consideration (defined and discussed below), and except to the extent such holders elect to receive Runoff Notes in lieu of Cash on account of Liquidating Trust Interests, holders of Allowed Senior Notes Claims (Class 2), Allowed Senior Subordinated Notes Claims (Class 3), Allowed General Unsecured Claims (Class 12), Allowed CCB-1 Guarantees Claims (Class 14), Allowed CCB-2 Guarantees Claims (Class 15) and Allowed PIERS Claims (Class 16) will be entitled to receive Creditor Cash and Liquidating Trust Interests in accordance with such holders' relative priorities as set forth in the Subordination Model attached as an exhibit to the Seventh Amended Plan, a copy of which is set forth below in Section III.B.6.d hereof.

Senior Notes Release Consideration and Senior Subordinated Notes Release Consideration. On the Effective Date, in consideration for, and subject in all respects to the grant and approval of, the releases pursuant to Section 41.6 of the Seventh Amended Plan (the Non-Debtor Release Provision) being granted by each Releasing Equity Interest Holder, and to avoid further delay as well as costly litigation, from the initial distributions of Creditor Cash referred to above, each holder of an Allowed Senior Notes Claims in Class 2 will contribute to Reorganized WMI, for and on behalf of each Releasing Equity Interest Holder, the Senior Notes Release Consideration (*i.e.*, Cash in an amount equal to Nine Hundred Sixty-Eight Thousandths of one percent (.968%) of such holder's Allowed Claim (with the aggregate amount for all Allowed Senior Notes Claims equal to Forty Million Dollars (\$40,000,000.00))), and each holder of an Allowed Senior Subordinated Notes Claims in Class 3 will contribute to Reorganized WMI, for and on behalf of each Releasing Equity Interest Holder, the Senior Subordinated Notes Release Consideration (*i.e.*, Cash in an amount equal to Two and One-Tenth percent (2.1%) of such holder's Allowed Claim (with the aggregate amount for all Allowed Senior Subordinated Notes Claims equal to Thirty-Five Million Dollars (\$35,000,000.00))). Thereby, Cash in an aggregate amount of Seventy Five Million Dollars (\$75,000,000.00) will be contributed to Reorganized WMI; provided, however, that, notwithstanding the applicability of any contractual subordination provisions, such contributions will not be recouped through the enforcement of any such contractual subordination provision. Solely for purposes of the Creditor Contribution, "Allowed Claim" will mean the principal amount of such Senior Notes Claim or Senior Subordinated Notes Claim, as applicable, as well as interest accrued thereon, remaining unpaid and relating to the period up to and including the Petition Date.

Runoff Notes Elections. Each holder of an Allowed Senior Notes Claim (Class 2), Allowed Senior Subordinated Notes Claim (Class 3), Allowed General Unsecured Claim (Class 12), CCB-1 Guarantees Claim (Class 14), and CCB-2 Guarantees Claim (Class 15) will be provided the right to elect to receive Runoff Notes in lieu of some or all of the Creditor Cash that such holder otherwise is

entitled to receive pursuant to the Seventh Amended Plan (such election, a “Runoff Notes Election”). Holders of Disputed Claims and Dime Warrants will be permitted to make contingent Runoff Notes Elections, which elections will be effective if and to the extent such holders are determined, pursuant to a Final Order or pursuant to a compromise and settlement approved by the Bankruptcy Court, to hold Allowed General Unsecured Claims in Class 12²⁰ and if and to the extent such holders are entitled to receive Creditor Cash on the Effective Date. As set forth in more detail in the applicable provisions of the Seventh Amended Plan and in Sections VI.B.2, VI.B.3, VI.B.12, VI.B.15, VI.B.16 and VI.F.1.a hereof, Runoff Notes Elections by such holders will be honored, to the extent such holders are entitled to receive Creditor Cash on the Effective Date, and in a manner consistent with relative priorities of such holders as set forth in the Subordination Model attached as an exhibit to the Seventh Amended Plan, a copy of which is set forth below in Section III.B.6.d hereof. As summarized in more detail in Section VI.B.17 hereof, and only to the extent holders of Allowed PIERS Claims (Class 16) are entitled to receive Creditor Cash on the Effective Date, such holders will receive their Pro Rata Share of the balance of any Runoff Notes not distributed to eligible electing Creditors in Classes that are senior in recovery. To the extent that, on the Effective Date, a holder of an Allowed Claim receives Runoff Notes, such holder’s distribution of Creditor Cash to be received on the Effective Date will be reduced on a dollar-for-dollar basis by the original principal amount of the Runoff Notes received.²¹

Limitation on Runoff Notes Elections; Deemed Election by AAOC. As summarized in Section VI.F.13 hereof, in the event that Runoff Notes Elections are made in an aggregate original principal amount greater than One Hundred Forty Million Dollars (\$140,000,000.00), such elections will 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) Runoff Notes Elections are made in an aggregate original principal amount equal to or greater than One Hundred Thirty Million Dollars (\$130,000,000.00) and (ii) Reorganized Common Stock Elections are made in an aggregate amount less than the Runoff Threshold (*i.e.* Runoff Notes in the original principal amount of Ten Million Dollars (\$10,000,000.00)), such elections to receive Runoff Notes will be reduced pro rata by an amount necessary to permit the AAOC Deemed Elections (defined below) to occur.

Furthermore, in the event that, due to the unavailability of sufficient Creditor Cash on the Effective Date, 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 will constitute Liquidating Trust Assets, and the proceeds thereof will be distributed to beneficial holders of Liquidating Trust Interests in accordance with the provisions of Article XXVII of the Seventh Amended Plan.

Disputed Claims and Dime Warrants. Holders of Disputed Claims and Dime Warrants (Class 21) will be entitled to make contingent Runoff Notes Elections, which elections will be honored only to the extent that such holders are determined, pursuant to a Final Order or pursuant to a compromise

²⁰ See *supra*, n.14.

²¹ Because the estimated amount of Creditor Cash (approximately \$6.25 billion) is less than the aggregate amount of Claims that will be paid pursuant to the Seventh Amended Plan having the priority set forth in Tranches 1 and 2 of the Subordination Model (see Section III.B.6.d hereof), namely, Allowed Senior Notes Claims and their corresponding Intercreditor Interest Claims, Allowed General Unsecured Claims and possibly certain of their corresponding Postpetition Interest Claims, and the Allowed Senior Subordinated Notes Claims and their corresponding Intercreditor Interest Claims (as set forth in the Updated Liquidation Analysis attached hereto as Exhibit C, approximately \$6.737 billion in the aggregate), it is not likely that any Runoff Notes Elections made by holders of Allowed CCB-1 Guarantees Claims, or Allowed CCB-2 Guarantees Claims will be effective.

and settlement approved by the Bankruptcy Court, to hold Allowed Claims, and such Allowed Claims are not otherwise subordinated in accordance with section 510 of the Bankruptcy Code.²² Runoff Notes will be reserved for such holders until the final resolution of such Claims.

Distribution of Balance of Runoff Notes. As summarized in Section VI.F.13 hereof, 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 (and only upon the earlier to occur of (x), (y) or (z)), the balance of the Runoff Notes in the Liquidating Trust, as the balance thereof may have been reduced from time-to-time, will be distributed to Creditors and 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 will 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.

Reorganized Common Stock Elections. As summarized in Sections VI.B.2, VI.B.3, VI.B.12, VI.B.15, VI.B.16, VI.B.17 and VI.F.13 hereof, each holder of an (i) Allowed Senior Notes Claim (Class 2), Allowed Senior Subordinated Notes Claim (Class 3), Allowed General Unsecured Claim (Class 12), Allowed CCB-1 Guarantees Claim (Class 14), and Allowed CCB-2 Guarantees Claim (Class 15), (ii) Allowed PIERS Claim in Class 16 (who, pursuant to the Seventh Amended Plan, may receive its Pro Rata Share of the balance of any Runoff Notes not distributed to eligible electing Creditors in Classes that are senior in recovery, but only to the extent any such holder of an Allowed PIERS Claim is entitled to receive Creditor Cash on the Effective Date), and (iii) a Disputed Claim or Dime Warrant (Class 21) that made a contingent Runoff Notes Election, will have the right to elect, in its sole and absolute discretion, to receive such holder's Pro Rata Share of the Common Stock Allotment (*i.e.*, 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) in lieu of (i) fifty percent (50%) of the Litigation Proceeds Interest of such holder (solely in its capacity as the holder of the Allowed Claim to which the Reorganized Common Stock Election is effective) and (ii) some or all of the Runoff Notes that such holder otherwise is entitled to and, if applicable, has elected to receive pursuant to the Runoff Notes Election (such election, the "Reorganized Common Stock Election").

To the extent any electing Creditor receives Reorganized Common Stock pursuant to a Reorganized Common Stock Election, such Creditor's share of the Runoff Notes to which the election was effective (*i.e.*, One Dollar (\$1.00) of original principal amount of Runoff Notes for each share of Reorganized Common Stock) will not be issued and Reorganized WMI will retain an economic interest in the Litigation Proceeds (and such proceeds will not constitute a component of the Liquidating Trust Assets) equal to fifty percent (50%) of the Litigation Proceeds such Creditor (solely in its capacity as the holder of the Allowed Claim to which the Reorganized Common Stock Election is effective) otherwise would have received (and the Creditor's rights in respect of distributions from the Liquidating Trust will be adjusted to the extent such Litigation Proceeds are received by Reorganized WMI).

The Seventh Amended Plan defines "*Litigation Proceeds*" as the recoveries, net of related legal fees and other expenses, of the Liquidating Trust on account of Causes of Action²³ against third

²² See *supra*, n.14.

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.²⁴

The Seventh Amended Plan defines a "*Litigation Proceeds Interest*" as the interest right 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 Seventh Amended Plan.

Limitation on Reorganized Common Stock Elections; Deemed AAOC Election. As summarized in Section VI.F.13 hereof, in the event that Reorganized Common Stock Elections are made with respect to Runoff Notes having an aggregate original principal amount in excess of the Runoff Threshold (*i.e.* Ten Million Dollars (\$10,000,000.00)), such elections will be reduced pro rata by the amount of such excess so that each holder making such an election will receive shares of Reorganized Common Stock equal to its Pro Rata Share of the Common Stock Allotment (*i.e.*, 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).

The Seventh Amended Plan further provides that, in the event that holders of Claims with the right to make Reorganized Common Stock Elections decline to tender, in the aggregate, Runoff Notes in the original principal amount necessary to reach the Runoff Threshold (*i.e.*, Ten Million Dollars (\$10,000,000.00)), each of AAOC, severally and not jointly, will be deemed to have made Reorganized Common Stock Elections to receive such holder's Pro Rata Share of the Common Stock Allotment (*i.e.*, 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) 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

²³ The Seventh Amended Plan defines "*Causes of Action*" as 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.

²⁴ The Seventh Amended Plan defines "*Avoidance Actions*" as 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.

Effective Date on account of its Allowed Senior Subordinated Notes Claims, and (ii) fifty percent (50%) of such holders' Litigation Proceeds Interest (described in Section III.B.6.b(iv) hereof) in their capacity as holders of Allowed PIERS Claims (the "AAOC Deemed Elections").

Waiver of Elections. Failure by any holder of an Allowed Senior Notes Claim, Allowed Senior Subordinated Notes Claim, General Unsecured Claim (whether such General Unsecured Claim is an Allowed Claim or a Disputed Claim), Allowed CCB-1 Guarantees Claim, Allowed CCB-2 Guarantees Claim, Allowed PIERS Claim or Dime Warrants to make a Runoff Notes Election or a Reorganized Common Stock Election, as applicable, on or before the Ballot Date will constitute a deemed waiver and relinquishment of the right to make any such election by such holder. Any election made after the Ballot Date will 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.

(v) Treatment of Late-Filed Claims (Class 12A)

As discussed in greater detail in Section VI.B.13 hereof, pursuant to the Seventh Amended Plan, each holder of an Allowed Late-Filed Claim will receive 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 will 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). Holders of Late-Filed Claims are not entitled to elect to have their Late-Filed Claims treated as Convenience Claims pursuant to the Seventh Amended Plan.

(vi) Treatment of WMB Senior Notes Claims (Class 17A)

As discussed in Sections VI.B.18.a and V.B.5.g(i) hereof, to the extent that a holder of a WMB Senior Notes Claim elected, in connection with the solicitation of votes on and elections related to the Sixth Amended Plan, to grant the releases provided in the Non-Debtor Release Provision (at that time, Section 43.6 of the Sixth Amended 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 Claim or other similar Claim for damages arising from the purchase or sale of such holders' WMB Senior Notes (including, without limitation, any Claim on account of WMB Senior Notes or WMB Subordinated Notes that such holder may have that is determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code), such holder's WMB Senior Notes Claim will be deemed allowed against the Debtors as 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, and such holder will receive its 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 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 of the Seventh Amended Plan, the Settlement WMB Senior Note Holders (as defined in the Seventh Amended Plan) will 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 such holders and other WMB Senior Note Holders for the legal fees and expenses they incurred in connection with the Chapter 11 Cases.

Holders of WMB Senior Notes that did not file a proof of claim (Non-Filing WMB Senior Note Holders) will also be paid their Pro Rata Share of the BB Liquidating Trust Interests, but only if such holders elected, in connection with the solicitation of votes on and elections related to the Sixth Amended Plan, to grant the releases provided in the Non-Debtor Release Provision (at that time, Section 43.6 of the Sixth Amended Plan), as set forth in Sections VI.B.18.b and V.B.5.g(i) hereof.

The Claim of any holder of a WMB Senior Notes Claim that did not elect to grant the releases provided in the Non-Debtor Release Provision will not be deemed allowed, and the Debtors, the Liquidating Trustee, and all parties in interest will reserve and maintain all of their respective rights to dispute such WMB Senior Notes Claim on any ground; provided, however, that, to the extent that any WMB Senior Notes Claim eventually is determined pursuant to a Final Order of the Bankruptcy Court to be an Allowed Claim, (i) such Claim will be deemed an Allowed WMB Senior Notes Claim, (ii) the holder of such Allowed WMB Senior Notes Claim will be entitled to receive its Pro Rata Share of the BB Liquidating Trust Interests, and (iii) such holder will be deemed to have consented to the releases provided in the Non-Debtor Release Provision.

For the avoidance of doubt, all the \$335 million allocated for payment to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing Senior Note Holders, as provided in the Seventh Amended Plan, will be paid to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing WMB Senior Note Holders, and none of the foregoing amounts will revert either to the Debtors or the Reorganized Debtors, or be payable to Creditors in any other Class under the Seventh Amended Plan.

The FDIC Receiver acknowledges that amounts distributed to the holders of WMB Senior Notes pursuant to the Seventh Amended Plan will not be credited against or otherwise reduce their claims against the Receivership; provided, however, that no holder of a WMB Senior Note will be entitled to receive more from the Receivership than the amount owed with respect to such WMB Senior Note.

Pursuant to the September Opinion, the Bankruptcy Court reaffirmed its approval of the treatment of holders of WMB Senior Notes pursuant to the Modified Sixth Amended Plan on the basis that such treatment "will avoid contentious and expensive securities litigation which could result in a significantly larger judgment against the Debtors." (September Opinion at 101-02.) The Seventh Amended Plan's terms regarding the treatment of such holders are identical to the terms that were approved by the Bankruptcy Court.

(vii) Treatment of WMB Subordinated Notes Claims (Class 17B)

As discussed in Sections V.B.5.g(ii) and VI.B.18.c hereof, because they are derivative in nature of the claims and causes of action asserted by the FDIC Receiver, FDIC Corporate and the Receivership in the FDIC Claim and the D.C. Action and the Claims and causes of action that have been or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors and their estates, and in consideration for the distribution to be made to the FDIC Receiver pursuant to the Global Settlement Agreement, on the Effective Date, *all* WMB Subordinated Notes Claims (Class 17B), to the extent that they are not Section 510(b) Subordinated WMB Notes Claims, will be deemed disallowed, and holders thereof will not receive any distribution from the Debtors.

c. *Treatment of Subordinated Claims and Equity Interests*

(i) Treatment of Class 18

As discussed in Section VI.B.19 hereof, pursuant to the Seventh Amended Plan, in the event that all Allowed Claims (other than Subordinated Claims) and Postpetition Interest Claims in respect of such Claims are paid in full, the Liquidating Trust Interests will be redistributed, and holders of Allowed Subordinated Claims will be entitled to receive their Pro Rata Share of such interests.

(ii) Treatment of Class 19

As discussed in Section VI.B.20 hereof, pursuant to the Seventh Amended Plan, subject to the execution and delivery by any such holder of the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), each holder of a Preferred Equity Interest, including, without limitation, each holder of a REIT Series, will be entitled to receive such holder's Pro Rata Share of seventy percent (70%) of (a) subject to the Reorganized Common Stock Elections, 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 will be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each holder of a Preferred Equity Interest; provided, further, that such distributions will only be made (to be shared on a pro rata basis) to Releasing Equity Interest Holders (*i.e.*, such holders who execute the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan)).

(iii) Treatment of Class 21, Class 22, and Claims Subordinated to the Level of Common Equity Interests

As discussed in Sections VI.B.21 hereof, pursuant to the Seventh Amended Plan, and subject to the execution and delivery of the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), each holder of Dime Warrants in Class 21 shall be entitled to receive such holder's Pro Rata Share of (a) distributions to be made in accordance with the terms and provisions of the LTW Stipulation (defined and discussed in Section V.B.5.d hereof) or (b) in the event that the compromise and settlement set forth in the LTW Stipulation is not approved by the Bankruptcy Court, thirty percent (30%) of (1) subject to Reorganized Common Stock Elections, the Reorganized Common Stock and (2) 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, 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; and, provided, further, 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 and will receive the treatment summarized in Section VI.B.12 hereof.²⁵

As discussed in Section VI.B.22 hereof, pursuant to the Seventh Amended Plan, and subject to the execution and delivery by such holders of the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), each holder of Common Equity Interests in Class 22 will be entitled to receive such holder's Pro Rata Share of thirty percent (30%) of (a) subject to Reorganized Common Stock Elections, 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, subject to the provisions of the LTW Stipulation and the approval thereof by the Bankruptcy Court, each to be shared on a pari passu basis with holders of Dime Warrants; 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 will be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each holder of a Common Equity Interest; provided, further, that such distributions will only be made to Releasing Equity Interest Holders (*i.e.*, such holders who execute the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan)).

The Seventh Amended Plan defines "*Common Equity Interest*" as 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 and whose share count, for purposes of calculating Pro Rata Share of distributions, shall be determined by dividing the amount of an Allowed Claim by the per share price of WMI common stock as of either (a) the Petition Date, (b) the close of business on the day immediately preceding the Petition Date, (c) December 12, 2011, or (d) such other date as determined by the Bankruptcy Court. Thus, holders of Claims that have been subordinated to the level of Equity Interest pursuant to a Final Order (*e.g.*, the Allowed Claim held by Principal Financial Group, Inc.)²⁶ will also be entitled to receive such holders' Pro Rata Shares of the recovery to Common Equity Interests.

The Debtors dispute whether the interests of certain holders of Equity Interests or Claims against the Debtors (which Claims are or have 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, should be allowed. In addition, as discussed in more detail in Section V.B.5.d hereof, notwithstanding that (i) pursuant to the Dime Warrants Opinion, dated January 3, 2012, the Bankruptcy Court determined that holders of Dime Warrants hold Common Equity Interests in, rather than Claims against, the Debtor's estates, and (ii) on January 11, 2012, the Debtors and LTW Plaintiffs (defined below) entered into the LTW Stipulation (defined below) discussed in Section V.B.5.d hereof, as of the date of this Disclosure

²⁵ See *supra*, n.14.

²⁶ See, *e.g.*, Order Approving Stipulation and Agreement Between Washington Mutual, Inc. and Principal Financial Group, Inc. (I) Disallowing Proof of Claim Number 2835 and (II) Allowing Proof of Claim Number 3835, dated December 16, 2010 [D.I. 6365].

Statement, the Bankruptcy Court has not yet approved the LTW Stipulation. Thus, there is still an open dispute as to whether holders of Dime Warrants hold Equity Interests or Claims and, if the latter, whether such Claims should be subordinated in accordance with section 510 of the Bankruptcy Code.

All such Equity Interests will constitute Disputed Equity Interests pursuant to the Seventh Amended Plan to the extent the allowance of any such Equity Interest is the subject of a timely objection in accordance with the Seventh Amended Plan, the Bankruptcy Code, the Bankruptcy Rules, or the order confirming the Seventh Amended Plan, 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.

The Seventh Amended Plan provides for the creation of the Disputed Equity Escrow. Pursuant to the Seventh Amended Plan, the Disputed Equity Escrow is an escrow that will be 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 LTW Stipulation is approved by the Bankruptcy Court or the Dime Warrants Litigation is otherwise resolved pursuant to a Final Order.

Specifically, 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 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; 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. The share count for holders of Dime Warrants, for purposes of calculating Pro Rata Share of distributions and the number of shares of Reorganized Common Stock to be reserved in the Disputed Equity Escrow, shall be determined by dividing the amount of the Claim by the per share price of WMI common stock as of either (a) the Petition Date, as if the Trigger Event, as defined in the Dime Warrant Litigation, had not occurred, (b) the close of business on the day immediately preceding the Petition Date, (c) December 12, 2011, as if the Trigger Event had not occurred, (d) the Petition Date, as if the Trigger Event had occurred, (e) December 12, 2011, as if the Trigger Event had occurred, or (f) such other date as determined by the Bankruptcy Court.

At such time as it is determined, pursuant to a Final Order, that (i) 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, will distribute to the holders of Common Equity Interests entitled to receive a distribution in accordance with the Seventh Amended Plan, 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 (ii) 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 will 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 will distribute to the holder thereof the distributions, if any, to which such holder is then entitled pursuant to the Seventh Amended 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, will distribute to the holders of Common Equity Interests entitled to receive a distribution pursuant to the Seventh Amended 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 will 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.

(iv) Additional Payment to REIT Series Holders from JPMC

As discussed in Sections V.B.3.b(viii) and VI.B.20 hereof, in addition to and separate from the distribution to be provided to holders of the REIT Series from the Debtors, pursuant to the Global Settlement Agreement and in exchange for the releases set forth in the Global Settlement Agreement and the Seventh Amended Plan, on the Effective Date, JPMC will pay, or transfer to the Disbursing Agent for payment to, each Releasing REIT Trust Holder (as defined in the Seventh Amended Plan) cash in an amount equal to \$12,500.00 times the number of shares of REIT Series held by such Releasing REIT Trust Holder on the voting record date for the Sixth Amended Plan; provided, however, that, at the election of JPMC, the amount payable to Releasing REIT Trust Holders may be paid in shares of common stock of JPMC, valued at the average trading price during the thirty (30) day period immediately preceding the Effective Date.²⁷

d. Subordination Model

The following Subordination Model, also attached as an exhibit to the Seventh Amended Plan, is a model developed by Alvarez & Marsal LLC for the Debtors 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 with respect to 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 and Postpetition Interest Claims, including, without limitation, on account of contractual subordination and subrogation provisions.

As used in the Subordination Model and the Seventh Amended Plan, the term "*Intercreditor Interest Claim*" refers to 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, 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

²⁷ Each Releasing REIT Trust Holder will receive from JPMC, or from the Disbursing Agent on behalf of JPMC, \$12,500.00 in cash or stock for every One Million Dollars (\$1,000,000.00) in principal amount outstanding of Trust Preferred Securities related to the REIT Series shares they held on the voting record date for the Sixth Amended Plan.

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.

As used in the Subordination Model and the Seventh Amended Plan, the term "*Postpetition Interest Claim*" refers to 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.

As used in the Subordination Model and the Seventh Amended Plan, the term "*Remaining Postpetition Interest Claim*" refers to 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 (a) such holder's Postpetition Interest Claim minus (b) such holders' Intercreditor Interest Claim, all as set forth in the Subordination Model.

Washington Mutual, Inc.
Waterfall Recovery Matrix

		Senior Fixed Rate Notes	Senior Floating Rate Notes	Senior Subordinated Notes	CCB Guarantees ⁽¹⁾	PIERS	General Unsecured Creditors	§10(b) Sub. Claims	Preferred Stock
Recovery ⁽²⁾	Tranche 1	Prepetition Claim	Prepetition Claim	-	-	-	Pro Rata Share Based on Prepetition Claims ⁽³⁾		
	Tranche 2 ⁽⁴⁾	Intercreditor Interest Claim	Intercreditor Interest Claim	Prepetition Claim & Intercreditor Interest Claim	-	-	Pro Rata Share Based on Prepetition Claims ⁽³⁾	-	-
							Late Filed Claims ⁽⁵⁾		
							Post-Petition Interest Claim ⁽⁶⁾		
	Tranche 3	-		-	Prepetition Claim & Intercreditor Interest Claim	-	Post-Petition Interest Claim ⁽⁶⁾	-	-
	Tranche 4	-	Remaining Postpetition Interest Claim ⁽⁷⁾	-	-	PIERS Claim		-	-
Tranche 5	-	-	-	-	-	-	Claims	-	
Tranche 6	-	-	-	-	-	-		Claims	

Notes:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.

e. Projected Recoveries for Holders of Claims and Equity Interests

The following table summarizes (i) assuming an Effective Date of February 29, 2012, the estimated recoveries for holders of Claims, and Equity Interests, (ii) which Classes are impaired by the Seventh Amended Plan, and (iii) which Classes are entitled to vote on the Seventh Amended Plan. A detailed discussion of the analysis underlying the estimated recoveries, including the assumptions underlying such analysis, is set forth in the Updated Liquidation Analysis attached hereto as Exhibit C. The votes of Class 17A accepting the Sixth Amended Plan/Modified Sixth Amended Plan will be deemed acceptance by Class 17A of the Seventh Amended Plan for the reasons described in Section XI.A hereof.

Class	Claim or Equity Interest	Estimated Recovery for Allowed (Prepetition) Claims	Estimated Recovery Including Postpetition Claims, as Applicable²⁸	Whether Class is Impaired or Unimpaired	Whether Class is Entitled to Vote on the Seventh Amended Plan
Class 1	Priority Non-Tax Claims	100%	100%	Unimpaired	Deemed to Accept
Class 2	Senior Notes Claims	100%	97-100% ²⁹	Impaired	Yes
Class 3	Senior Subordinated Notes Claims	100%	100% ³⁰	Impaired	Yes
Class 4	WMI Medical Claims	100%	100%	Unimpaired	Deemed to Accept

²⁸ For the purposes of this chart, "Postpetition Claims" includes Postpetition Interest Claims or Intercreditor Claims, as applicable.

²⁹ The Debtors estimate that holders of Allowed Senior Notes Claims related to Fixed Rate Notes will receive one hundred percent (100%) of such holders' Intercreditor Interest Claims pursuant to the Seventh Amended Plan. The Debtors estimate that holders of Allowed Senior Notes Claims related to Floating Rate Notes will receive one hundred percent (100%) of such holders' Intercreditor Interest Claims and one percent (1%) of such holders' Remaining Postpetition Interest Claims (and, therefore, a ninety-seven percent (97%) recovery including postpetition Claims). The stated estimate of recovery for holders of Allowed Senior Notes Claims does not take into account the Senior Notes Release Consideration. After the Senior Notes Release Consideration is taken into account, the Debtors estimate that holders of Allowed Senior Notes Claims related to Fixed Rate Notes will receive ninety-nine percent (99%) of such holders' combined total Allowed Senior Notes Claims and Intercreditor Interest Claims, while holders of Allowed Senior Notes Claims related to Floating Rate Notes will receive ninety-six percent (96%) of such holders' combined total Allowed Senior Notes Claims, Intercreditor Interest Claims and Remaining Postpetition Interest Claims.

³⁰ The stated estimate of recovery for holders of Allowed Senior Subordinated Notes Claims does not take into account the Senior Subordinated Notes Release Consideration. After the Senior Subordinated Notes Release Consideration is taken into account, the Debtors estimate that holders of Allowed Senior Subordinated Notes Claims will receive ninety-eight percent (98%) of such holders' total Allowed Senior Subordinated Notes Claims and Intercreditor Interest Claims.

Class	Claim or Equity Interest	Estimated Recovery for Allowed (Prepetition) Claims	Estimated Recovery Including Postpetition Claims, as Applicable²⁸	Whether Class is Impaired or Unimpaired	Whether Class is Entitled to Vote on the Seventh Amended Plan
Class 5	JPMC Rabbi Trust/Policy Claims	100%	100%	Impaired	Yes
Class 6	Other Benefit Plan Claims	100%	100%	Impaired	Yes
Class 7	Qualified Plan Claims	100%	100%	Unimpaired	Deemed to Accept
Class 8	WMB Vendor Claims	100%	100%	Impaired	Yes
Class 9	Visa Claims	100%	100%	Impaired	Yes
Class 10	Bond Claims	100%	100%	Impaired	Yes
Class 11	WMI Vendor Claims	100%	100%	Impaired	Yes
Class 12	General Unsecured Claims	100%	97%	Impaired	Yes
Class 12A	Late-Filed Claims	100%	97%	Impaired	Yes
Class 13	Convenience Claims	100%	100%	Impaired	Yes
Class 14	CCB-1 Guarantees Claims	100%	100%	Impaired	Yes
Class 15	CCB-2 Guarantees Claims	100%	100%	Impaired	Yes
Class 16	PIERS Claims	12%	11% ³¹	Impaired	Yes

³¹ The Debtors' Updated Liquidation Analysis assumes no Litigation Proceeds and an ultimate aggregate total of \$375 million for Allowed General Unsecured Claims upon final determination of all Disputed Claims. To the extent of material Litigation Proceeds or reduction in the ultimate aggregate amount of Allowed General Unsecured Claims, recoveries for holders of Allowed PIERS Claims could be materially higher than the given estimate. Conversely, to the extent that confirmation of the Seventh Amended Plan is further delayed, the Class of PIERS Claims will be the first Class to suffer from a deterioration or elimination in recoveries as a result of the continued accrual of interest and fees.

Class	Claim or Equity Interest	Estimated Recovery for Allowed (Prepetition) Claims	Estimated Recovery Including Postpetition Claims, as Applicable²⁸	Whether Class is Impaired or Unimpaired	Whether Class is Entitled to Vote on the Seventh Amended Plan
Class 17A	WMB Senior Notes Claims	0-100%	0-100%	Impaired	Deemed to Accept (Based on Vote on Sixth Amended Plan)
Class 17B	WMB Subordinated Notes Claims ³²	0%	0%	Impaired	Deemed to Reject
Class 18	Subordinated Claims	0%	0%	Impaired	Yes
Class 19	Preferred Equity Interests	Pro Rata Share of 133 million shares of Reorganized Common Stock	N/A	Impaired	Yes
Class 21	Dime Warrants	Pro Rata Share of 57 million shares of Reorganized Common Stock	N/A	Impaired	Deemed to Reject
Class 22	Common Equity Interests	Pro Rata Share of 57 million shares of Reorganized Common Stock	N/A	Impaired	Yes

f. Disclosure Regarding the Remaining Postpetition Interest Claims of Holders of Allowed Senior Notes Claims Related to Floating Rate Notes

Pursuant to the Subordination Model, recoveries to holders of Allowed PIERS Claims will be reduced to fund Intercreditor Interest Claims, including in favor of holders of Allowed Senior Notes Claims related to Floating Rate Notes. After the Allowed Claims and Intercreditor Interest Claims

³² With respect to Class 17B (WMB Subordinated Notes), there are no Allowed Claims in that Class because, except to the extent that they are Section 510(b) Subordinated WMB Notes Claims, the Claims in this Class are derivative in nature and the Debtors intend to provide a distribution on account of such Claims to the FDIC Receiver pursuant to the Global Settlement Agreement. In reality, this is an empty Class with no Claims at all, because the FDIC Receiver is releasing all such Claims.

of holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims have been satisfied in full, such holders will have been paid in full pursuant to the terms of their respective notes and indentures, and holders of Allowed PIERS Claims will then be subrogated (to the extent they have paid up) to the remaining rights, as against the Debtors, of the holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims. In the case of the Floating Rate Notes, once holders of Allowed PIERS Claims have exercised their subrogation rights in respect of such notes, the Remaining Postpetition Interest Claims of holders of Allowed Senior Notes Claims related to Floating Rate Notes will be pari passu with Allowed PIERS Claims.

g. Disclosure Regarding the Maximum Possible Recovery for Holders of Allowed PIERS Claims

As stated, the Seventh Amended Plan provides that distributions of Cash and Cash on account of Liquidating Trust Interests, as well as, to the extent eligible Creditors elect to receive them, Runoff Notes, will be made in accordance with the Subordination Model attached as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof. The Subordination Model 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 with respect to 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 and Postpetition Interest Claims including, without limitation, on account of contractual subordination and subrogation provisions. The Seventh Amended Plan thus effectuates the payover by holders of Allowed PIERS Claims of some or all of the distributions from the Debtors that such holders would otherwise be entitled to receive to those holders of Allowed Claims that are, as depicted in the Subordination Model, senior in recovery to holders of Allowed PIERS Claims, on account of such senior holders' Intercreditor Interest Claims, to the extent that such senior holders' Intercreditor Interest Claims (which are calculated at the applicable contract rate) exceed such holders' Postpetition Interest Claims (which are calculated at the federal judgment rate).

As a result of the fact that, consistent with the September Opinion, the Seventh Amended Plan effectuates the payover obligations of holders of Allowed PIERS Claims at contract rates that exceed the federal judgment rate, while only having subrogation rights with respect to the lower federal judgment rate, the maximum possible recovery for holders of Allowed PIERS Claims is less than the total amount of Allowed PIERS Claims and Postpetition Interest Claims thereon. Assuming an Effective Date of February 29, 2012, the maximum possible recovery for holders of Allowed PIERS Claims is approximately Two Hundred Fifty Million Dollars (\$250,000,000.00). The amount of the maximum possible recovery can be calculated by subtracting (i) the sum of Allowed Senior Notes Claims and Intercreditor Interest Claims thereon, Allowed Senior Subordinated Notes Claims and Intercreditor Interest Claims thereon, Allowed CCB-1 Guarantees Claims and Intercreditor Interest Claims thereon, and Allowed CCB-2 Guarantees Claims and Intercreditor Interest Claims thereon from (ii) the sum of Allowed Senior Notes Claims and Postpetition Interest Claims thereon, Allowed Senior Subordinated Notes Claims and Postpetition Interest Claims thereon, Allowed CCB-1 Guarantees Claims and Postpetition Interest Claims thereon, Allowed CCB-2 Guarantees Claims and Postpetition Interest Claims thereon, and Allowed PIERS Claims and Postpetition Interest Claims thereon. For clarity, applying the stated formula, the maximum possible recovery for holders of Allowed PIERS Claims, assuming an Effective Date of February 29, 2012, is calculated as \$7.114 billion less \$6.863 billion. To the extent the Effective Date is delayed past February 29, 2012, however, such amount is reduced by \$14 million to \$16 million every month due to the difference between the federal judgment rate and contract rate.

h. Disclosure Regarding Potential for Distributions of Liquidating Trust Interests to Holders of Allowed Subordinated Claims (Class 18) and to Holders of Preferred Equity Interests (Class 19), Dime Warrants (Class 21) and Common Equity Interests (Class 22)

As discussed in more detail elsewhere herein, the Seventh Amended Plan provides that in the event that all Allowed Claims (other than Allowed Subordinated Claims), and Postpetition Interest Claims and Intercreditor Interest Claims in respect of such Allowed Claims, are paid in full, the Liquidating Trust Interests will be redistributed, and holders of Allowed Subordinated Claims (Class 18) will be entitled to receive their Pro Rata Share of such interests. As set forth in the Updated Liquidation Analysis attached hereto as Exhibit C, the Debtors estimate that holders of Allowed PIERS Claims (Class 16) will receive a distribution of approximately \$94 million pursuant to the Seventh Amended Plan. As set forth in Section III.B.6.g hereof, the maximum possible recovery for holders of Allowed PIERS Claims is approximately \$250 million, such that the Debtors estimate that there will be a shortfall with respect to recovery for holders of Allowed PIERS Claims in the amount of approximately \$156 million. In addition, the Debtors estimate that there will be remaining claims of approximately \$40 million of Remaining Postpetition Interest Claims with respect to the Floating Rate Senior Notes, as well as approximately \$11 million of Postpetition Interest Claims on account of Allowed General Unsecured Claims. Accordingly, for Liquidating Trust Interests to be redistributed to holders of Allowed Subordinated Claims pursuant to the Seventh Amended Plan, the amount of net Cash proceeds available for distribution from the Liquidating Trust would have to be approximately \$207 million greater than currently estimated by the Debtors.

The Seventh Amended Plan further provides that, subject to granting the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan), 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), (i) each holder of a Preferred Equity Interest, including, without limitation, each holder of a REIT Series, will be entitled to receive such holder's Pro Rata Share of seventy percent (70%) of, and (ii) holders of Dime Warrants in Class 21 and Common Equity Interests in Class 22 will be entitled to receive such holders' Pro Rata Shares of thirty percent (30%) of (to be shared on a pari passu basis between these two Classes), among other things, 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 will be adjusted in accordance with the determination of the Bankruptcy Court and be binding upon each Equity Interest holder.

Thus, pursuant to the Seventh Amended Plan, all Allowed Subordinated Claims must be satisfied in full prior to redistribution of Liquidating Trust Interests to holders of Equity Interests. The ultimate amount in which Subordinated Claims in Class 18 will be allowed is unknown and any estimate at the current time would be highly speculative. Claims that are or potentially will be classified in Class 18 include, among others, the following: Certain Claims filed by holders of WMB Notes. For example, pursuant to the *Motion of Debtors for an Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, Approving Stipulation and Agreement by and Among the Debtors and the G&E Group*, dated December 28, 2011 [D.I. 9279], the Debtors seek approval of a stipulation with certain holders of Misrepresentation Claims related to WMB Notes pursuant to which the Debtors have agreed that such holders will be deemed to hold Allowed Subordinated Claims in the amount of \$15 million. (See Section V.B.5.g hereof.) The hearing on said motion is scheduled for January 19, 2012. Pursuant to the *Motion of Debtors for an Order Pursuant to Section 105(a) of the Bankruptcy Code, Bankruptcy Rules 7023 and 9019, and Federal Rule of Civil Procedure 23(e), Approving Stipulation and Agreement Between the Debtors and Class Representatives of the LTW Holders Resolving Adversary Proceeding and*

the *LTW Proofs of Claim* [D.I. 9389], the Debtors seek approval of the LTW Stipulation (defined below) pursuant to which the Debtors have agreed that Dime Warrant holders will be deemed to hold, among other things, Allowed Subordinated Claims in the aggregate amount of \$10 million. (See Section V.B.5.d hereof.) The hearing on said motion is scheduled for February 1, 2012.

Certain additional Claims either are or could be classified in Class 18, but are disputed on the basis of, among other things, validity, amount, and/or appropriate classification. For example, pursuant to that certain *Stipulation Resolving Debtors' Amended Thirty-Second Omnibus (Substantive) Objection With Respect to Claim Nos. 3812 and 2689* [D.I. 6068], dated November 23, 2010, by and among, among others, the Debtors and the Policeman's Annuity and Benefit Fund of the City of Chicago (defined in Section V.B.6.g below as "Chicago PABF") and Doral Bank Puerto Rico (defined below as "Doral Bank"), as lead plaintiffs, on behalf of a putative class, in the consolidated putative securities class action entitled *Boilermakers National Annuity Trust Fund v. WAMU Mortgage Pass Through Certificates Series ARI*, Case No. 09-0037 (MJP) (the "Boilermakers Plaintiffs"), the parties thereto agreed that certain Claims filed by and on behalf of the Boilermakers Plaintiffs would be withdrawn, without prejudice to the re-filing of such Claims in the event that a plan was filed that would provide recovery to holders of Allowed Subordinated Claims. Certain Boilermaker Plaintiffs argue that they are now permitted to refile their Claims because the Seventh Amended Plan provides for a conditional distribution to holders of Allowed Subordinated Claims. In the Boilermaker Plaintiffs' objection to this Disclosure Statement [D.I. 9316], filed January 4, 2012, the Boilermaker Plaintiffs asserted that they are entitled to re-file their Claims as General Unsecured Claims rather than as Subordinated Claims. On January 10, 2012 the Boilermakers Plaintiffs submitted a new proof of Claim, asserted in the amount of "at least \$273 million," on behalf of the putative securities litigation class. The Debtors dispute this Claim, and, as of the date of this Disclosure Statement, no party has moved to estimate such Claim.

In addition, certain directors and officers filed indemnification Claims against the Debtors that the Debtors have objected to, arguing that such Claims should be disallowed and, in the alternative subordinated to Class 18. (See *Debtors' Sixtieth Omnibus Objection (Substantive) to Claims (Claim Nos. 2108, 2240, 2241, 2246, 2247, 2248, 2604, 2606, 2631, 2633, 2634, 2635, 2636, 2637, and 3242)* [D.I. 5970], dated November 17, 2010.) In the context of the Estimation Motion (defined and discussed in Section V.B.5.h hereof), pursuant to which the Debtors have asserted that \$0 should be reserved for said director and officer indemnification Claims, certain director and officer claimants have argued that at least \$100 million must be reserved for such claims.

In addition, the Creditors' Committee has filed a motion [D.I. 9301], in which the Debtors have joined [D.I. 9302], requesting that the Bankruptcy Court alter or amend its December 20, 2011 opinion and order, discussed in Section V.B.6.k hereof, ruling that the Debtors have not stated a basis for subordination of the Claim filed by Tranquility (defined below), which Claim was filed in the amount of approximately \$49.6 million.

In addition, pursuant to the *Order Approving Stipulation Between Claimants Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., and Morgan Stanley & Co., Inc., and the Debtors Resolving the Twenty-Ninth Omnibus Substantive Objection to Claims Pursuant to Section 510(b) of the Bankruptcy Code* [D.I. 6687], dated February 4, 2011, the Bankruptcy Court approved a stipulation pursuant to which the Debtors agreed that certain underwriters' Claims are classified in Class 18 as Subordinated Claims, but reserved the right to object to such Claims.

7. Releases

As set forth in more detail in Section VI.O hereof, the Seventh Amended Plan provides for certain releases of Claims by the Debtors, Creditors' Committee, Equity Committee and by holders of Claims and Equity Interests. The releases in the Seventh Amended Plan are (i) essential to the success of the Debtors' reorganization, (ii) based on a critical financial contribution of the Released Parties, (iii) necessary to make the Seventh Amended Plan feasible, and (iv) fair to Creditors. The releases are integral to obtaining the value provided pursuant to (i) the Global Settlement Agreement and (ii) the compromise and settlement reached during the Mediation, both of which are deliverable pursuant to the Seventh Amended Plan. Accordingly the releases constitute an essential component of the compromises reached among the parties to the Global Settlement Agreement and the Mediation, and an essential component of the Seventh Amended Plan. As set forth in Section VI.O.5.b hereof, except with respect to Classes 1, 4, and 7, any holder of a Claim or Equity Interest that elects to opt out of, or fails to elect to opt in to, as the case may be, the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan) will not receive a distribution.

C. **Approximate Amounts of Certain Fees and Expenses Incurred, Payment of Which May Be Requested Pursuant to Sections 31.12 and 41.18 of the Seventh Amended Plan**

1. **Section 31.12 of the Seventh Amended Plan**

Section 31.12 of the Seventh Amended Plan, entitled "Payment of Trustees Fees and Expenses," provides, among other things, that, upon 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, which consist of 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. In May 2011, each of the Trustees filed a motion requesting, among other things, partial liquidation and allowance of fees and expenses respectively earned/incurred by the Trustees and their attorneys through March or April 2011 (as applicable) (collectively, the "Trustees' First Fee Motions"). Pursuant to the Trustees' First Fee Motions, the Trustees requested allowance of fees in the aggregate amount of approximately \$9.6 million. By separate orders, the Bankruptcy Court granted the Trustees' First Fee Motions.

In August, 2011, the Trustees each filed motions requesting further, partial liquidation and allowance of the fees and expenses each Trustee respectively earned/incurred during the four-month period ending July 31, 2011 or August 31, 2011 (as applicable) (collectively, the "Trustees' Second Fee Motions"), which fees and expenses aggregate to approximately \$2.4 million. In October 2011, by separate orders, the Bankruptcy Court granted the Trustees' Second Fee Motions.

2. **Section 41.18 of the Seventh Amended Plan**

Section 41.18 of the Seventh Amended Plan, entitled "Payment of Fees and Expenses of Certain Creditors," provides that, within ninety (90) days of the Effective Date, (i) Fried, Frank, Harris, Shriver & Jacobson LLP ("Fried Frank"), (ii) Blank Rome LLP ("Blank Rome"), (iii) White & Case LLP ("White & Case"), (iv) Kasowitz, Benson, Torres & Friedman LLP ("Kasowitz"), (v) Zolfo Cooper ("Zolfo"), (vi) Kramer, Levin, Naftalis & Frankel LLP, (vii) Halperin Battaglia Raicht LLP, and (viii) in

accordance with Section 21.1(a) of the Seventh Amended Plan, Wilmer Cutler Pickering Hale & Dorr LLP (“Wilmer Hale”), Pachulski Stang Ziehl & Jones LLP (“Pachulski”), and Boies, Schiller & Flexner LLP (“Boies Schiller” and, collectively with Fried Frank, Blank Rome, White & Case, Kasowitz, Zolfo, Wilmer Hale, and Pachulski, the “Section 41.18 Professionals”), to the extent the clients with respect to the Section 41.18 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 Seventh Amended Plan, or the transactions contemplated 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), and that, 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. The Debtors have been informed by the Section 41.18 Professionals that the Section 41.18 Professionals project that they will request an aggregate total of at least³³ \$37.3 million on account of fees for services rendered and expenses incurred through the date hereof in connection with the Chapter 11 Cases, the Global Settlement Agreement, the Seventh Amended Plan, or the transactions contemplated therein. As summarized in Section VI.B.18.a below, up to \$10 million of Cash distributed on account of the BB Liquidating Trust Interests will be used to satisfy the fees and expenses of Wilmer Hale, Pachulski, and Boies Schiller (which currently account for approximately \$7.9 of the total amount the Section 41.18 Professionals project they will request).

IV. OVERVIEW OF THE DEBTORS’ OPERATIONS

A. The Debtors’ Corporate History and Past and Current Organizational Structure and Assets

1. Overview

WMI is a holding company incorporated in the State of Washington and headquartered at 925 Fourth Avenue, Suite 2500, Seattle, Washington 98104.³⁴ WMI is the direct parent of WMI Investment (discussed below).

Prior to the Petition Date, WMI was a multiple savings and loan holding company that owned WMB and such bank’s subsidiaries, including FSB. WMB primarily provided banking services to consumers and small businesses in major U.S. markets. WMI was the largest savings and loan holding company and WMB, together with its subsidiaries, was the seventh largest U.S.-based bank. As of the Petition Date, WMI also had several non-debtor subsidiaries. Like all savings and loan holding companies, prior to the Petition Date, WMI was subject to regulation by the OTS. WMB and FSB, in turn, like all depository institutions with federal thrift charters, were subject to regulation and examination by the OTS. In addition, WMI’s banking and non-banking subsidiaries were overseen by various federal and state authorities, including the FDIC.

³³ Some of the Section 41.18 Professionals have not provided current accountings of fees and expenses.

³⁴ The Debtors anticipate relocating to 1201 Third Avenue, Suite 3000, Seattle, Washington 98101 by the end of January 2012.

On September 25, 2008, the OTS, by order number 2008-36, closed WMB, appointed the FDIC Receiver as receiver for WMB and advised that the FDIC Receiver was immediately taking possession of WMB's assets. Immediately after its appointment as receiver, the FDIC sold substantially all the assets of WMB, including the stock of FSB, to JPMC pursuant to the Purchase and Assumption Agreement in exchange for payment of \$1.88 billion and the assumption of all of WMB's deposit liabilities, including those deposit liabilities owed to the Debtors. Shortly thereafter, JPMC assumed all of FSB's deposit liabilities by merging FSB with its own banking operations.

Prior to the Receivership, WMI's equity securities were registered with the United States Securities and Exchange Commission (the "SEC") and were traded on the New York Stock Exchange (NYSE) under the symbol "WM." Accordingly, WMI was subject to the informational disclosure requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and filed annual, quarterly and current reports and other information with the SEC. WMI has adopted so-called "modified Exchange Act reporting" under the SEC Staff's Legal Bulletin No. 2 and, accordingly, no longer files Form 10-Q and 10-K reports. Instead, WMI files its monthly operating reports (the "MORs") with the Bankruptcy Court and furnishes the MORs to the SEC under cover of Form 8-K. WMI also files 8-K reports as necessary to report "line items" and material developments concerning WMI and WMI's chapter 11 case.

2. List of WMI's Current Directors

As set forth in WMI's public filings with the SEC, available at www.sec.gov, WMI's current directors are Stephen E. Frank, Alan Fishman, Margaret Osmer McQuade, Phillip Matthews, Regina T. Montoya, Michael K. Murphy, William G. Reed, Jr., Orin Smith, and James H. Stever.

3. WMI's Consolidated Corporate Organizational Structure

On the Petition Date, in addition to WMB,³⁵ WMI owned, directly and indirectly, thirty-three (33) subsidiaries (the "Non-Banking Subsidiaries"). For the avoidance of doubt, Second and Union LLC is not now and has never been an asset of the Debtors' estates. (See Debtor's Response to the Letter of Joe Schorp Requesting Information Regarding Second and Union LLC [D.I. 6811].) A complete list of the Non-Banking Subsidiaries, as well as information regarding their organizational relationships, financial information and a summary of their respective operations, is set forth below. During the pendency of the Chapter 11 Cases, in addition to monetizing assets at such Non-Banking Subsidiaries, the Debtors have undertaken three corporate reorganizations in order to consolidate WMI's corporate structure. Upon completion of each of these reorganizations, available cash has been either distributed to WMI in accordance with applicable law or paid to WMI in satisfaction of an intercompany obligation. After giving effect to these reorganizations, WMI owned (and continues to own) seven directly-owned Non-Banking Subsidiaries. Below are visual representations of WMI's corporate organizational chart (i) prior to the FDIC Receiver's seizure of all of WMB's assets on September 25, 2008 and JPMC's purchase, pursuant to the Purchase and Assumption Agreement, of substantially all of such assets (including FSB and all other subsidiaries owned, directly and indirectly, by WMB), (ii) as of the Petition Date, and (iii) as of the date of the filing of this Disclosure Statement.

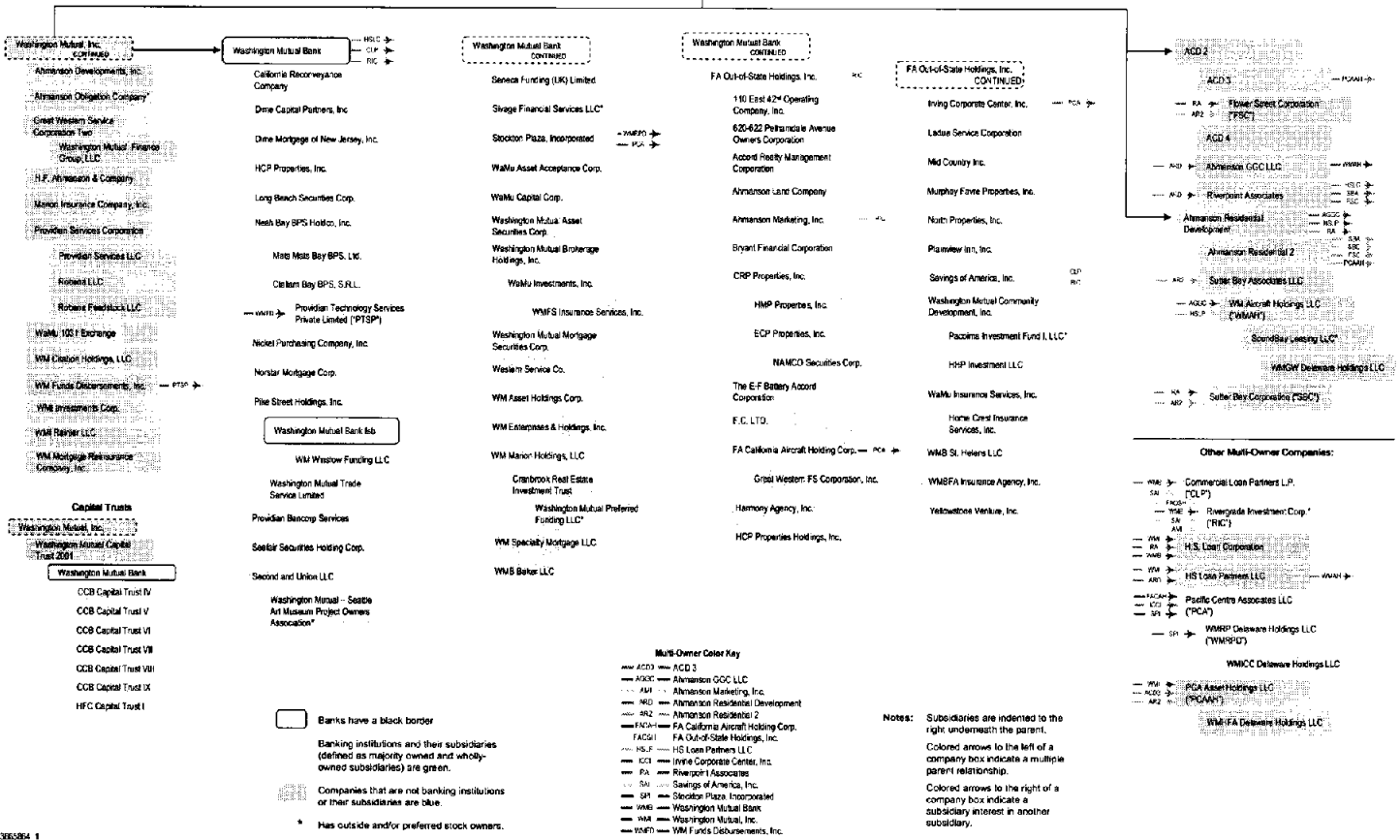
³⁵ Although, as of the date hereof, WMB remains a subsidiary of WMI, the FDIC seized all of WMB's assets on September 25, 2008, including all of WMB's subsidiaries, and sold substantially all of WMB's assets to JPMC pursuant to the Purchase and Assumption Agreement. Accordingly, none of WMB's subsidiaries are considered subsidiaries of WMI.

a. WMI and WMB Combined Organizational Chart Prior to FDIC Seizure³⁶

The organizational chart on the following page reflects the combined WMI and WMB structure prior to the FDIC seizure and JPMC's acquisition of WMB's assets.

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³⁶ The Non-Banking Subsidiaries are denoted in blue; WMB's direct and indirect subsidiaries are denoted in green; Subsidiaries are indented to the right underneath the parent, colored arrows to the left of a company box indicate a multiple parent relationship and colored arrows to the right of a company box indicate a subsidiary interest in another subsidiary.



b. WMI Organizational Chart as of Petition Date³⁷

WMB's banking operations and its subsidiaries (including FSB) were seized by the FDIC Receiver and then acquired by JPMC on September 25, 2008 pursuant to the Purchase and Assumption Agreement. The organizational chart below reflects WMI and the 33 Non-Banking Subsidiaries as of the Petition Date, September 26, 2008. It should be noted that the Washington Mutual Capital Trust 2001 is a trust related to the PIERS Units (defined below), further described in Section IV.B.5 of this Disclosure Statement, and is not considered one of the 33 Non-Banking Subsidiaries.

[AREA INTENTIONALLY LEFT BLANK]

³⁷ Subsidiaries are indented to the right underneath the parent, colored arrows to the left of a company box indicate a multiple parent relationship, and colored arrows to the right of a company box indicate a subsidiary interest in another subsidiary.

Washington Mutual, Inc.



Capital Trust

Washington Mutual Capital Trust 2001

Other Multi-Owner Companies:

- WM → H.S. Loan Corporation* ("HSLC")
- RA → H.S. Loan Corporation* ("HSLC")
- JPMC → H.S. Loan Corporation* ("HSLC")
- WM → HS Loan Partners LLC
- ARD → HS Loan Partners LLC
- WMI → PCA Asset Holdings LLC ("PCA")
- ACD3 → PCA Asset Holdings LLC ("PCA")
- ARD2 → PCA Asset Holdings LLC ("PCA")
- WMHFA Delaware Holdings LLC

Multi-Owner Color Key — Alphabetically

- ACD3 → ACD 3
- AGCC → Ahmanson GGC LLC
- ARD → Ahmanson Residential Development
- ARD2 → Ahmanson Residential 2
- HSLP → HS Loan Partners LLC
- JPMC → JPMorgan Chase Bank, N.A.
- RA → Riverpoint Associates
- WMI → Washington Mutual, Inc.
- WMFD → WM Funds Disbursements, Inc.

Notes: Subsidiaries are indented to the right underneath the parent.

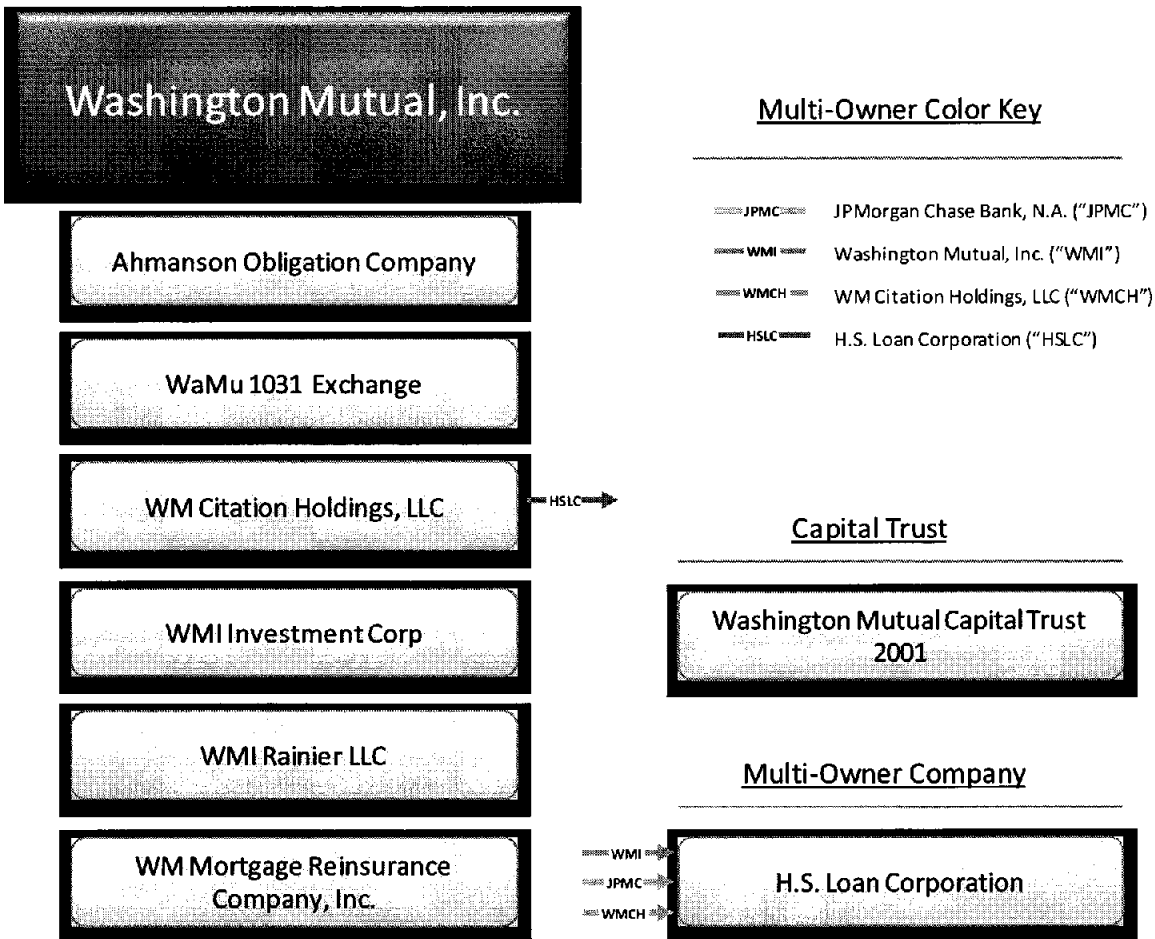
Colored arrows to the left of a company box indicate a multiple parent relationship.

Colored arrows to the right of a company box indicate a subsidiary interest in another subsidiary.

* Has outside and / or preferred stock owners

c. **WMI Current Organizational Chart**³⁸

The organizational chart below reflects the remaining seven Non-Banking Subsidiaries, after the three corporate reorganizations, owned by WMI as of the date of the filing of this Disclosure Statement.



4. Analysis of Subsidiary Equity

The following chart lists the Non-Banking Subsidiaries owned by WMI as of the Petition Date, a summary in the change in equity value at those subsidiaries from the Petition Date, September 26, 2008, through to, and including, October 31, 2011, and WMI's estimate of the current market value of

³⁸ Colored arrows to the left of a company box indicate a multiple parent relationship and colored arrows to the right of a company box indicate a subsidiary interest in another subsidiary.

assets remaining in each remaining Non-Banking Subsidiary.³⁹ This summary is further supplemented by (i) a reconciliation of the change in equity, (ii) background information for all Non-Banking Subsidiaries, and (iii) balance sheets for Non-Banking Subsidiaries as of October 31, 2011, each of which are set forth in the following sections. It should be noted that the financial information referenced in (iii) is not included for WMI Investment or WMMRC, as adequate information on this has been previously provided elsewhere in this Disclosure Statement or in the Debtors' MORs.

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³⁹ Of WMI's seven remaining Non-Banking Subsidiaries, WMMRC, which is currently operating on a run-off basis, WMMRC is the only Non-Banking Subsidiary with ongoing operations. Refer to Articles IV.A.6, VII, and VIII of this Disclosure Statement for additional information regarding WMMRC. After the Effective Date, WMMRC will be Reorganized WMI's sole operating entity. Pursuant to the September Opinion, the Bankruptcy Court determined, based upon the evidence presented at the July Confirmation Hearing, that the enterprise value of Reorganized WMI is \$210 million. For each of the Non-Banking Subsidiaries other than WMMRC, the market value stated is a sum of, where applicable, (i) cash, (ii) notes receivable being paid by JPMC, carried at current market value, and (iii) in some cases, certain other *de minimis* assets and liabilities, less certain disbursements for expenses related to mergers with other Non-Banking Subsidiaries or dissolution, as applicable. The principal difference between the book value and the stated market value results from the fact that intercompany balances do not represent additional value to the Debtors' estates.

Subsidiary	WMI Owned Equity Value 9/26/2008	Equity Owned by WMI sub(s) 9/26/2008	Total Equity 9/26/2008	Change in WMI Owned Equity Value	WMI Owned Equity Value 10/31/2011	Equity Owned by WMI sub 10/31/2011	Total Equity 10/31/2011	Current Market Value
<i>Direct Ownership by WMI</i>								
1 WMI Investment Corp	\$ 977,488,380	\$ -	\$ 977,488,380	\$ (63,886,738)	\$ 913,601,622	-	\$ 913,601,622	\$ 276,280,776
2 WMMRC	307,514,652	-	307,514,652	(81,703,877)	225,810,775	-	225,810,775	210,000,000 (G)
3 WaMu 1031 Exchange	5,772,391	-	5,772,391	(4,262,995)	1,509,396	-	1,509,396	1,250,000
4 WM Citation Holdings LLC	1,517,346	-	1,517,346	224,533,259	226,050,605	-	226,050,605	100,128,104
5 Ahmanson Obligation Company	25,078,216	-	25,078,216	(19,412,316)	5,665,899	-	5,665,899	8,964,631
6 WMI Rainier LLC	2,251,450	-	2,251,450	5,469,263	7,720,713	-	7,720,713	9,101
7 HS Loan Corp	59,475,241	23,639,103	83,114,344	732,152	60,207,393	23,930,026	84,137,419	84,070,169
8 Marion Insurance	66,661,014	-	66,661,014	(66,661,014)	(D)	-	-	-
9 ACD 2	102,798,532	-	102,798,532	(102,798,532)	(A)	-	-	-
10 Great Western Service Corp Two	108,915,537	-	108,915,537	(108,915,537)	(A)	-	-	-
11 Provident Services Corp	-	-	-	-	(B)	-	-	-
12 HS Loan Partners LLC	65,819,076	6,128,503	71,947,580	(65,819,076)	(C)	-	-	-
13 Ahmanson Developments Inc	5,338,733	-	5,338,733	(5,338,733)	(B)	-	-	-
14 PCA Asset Holdings LLC	19,041,342	3,700,943	22,742,285	(19,041,342)	(C)	-	-	-
15 Ahmanson Residential Development	147,546,544	-	147,546,544	(147,546,544)	(A)	-	-	-
16 WM Funds Disbursement Inc.	13	-	13	(13)	(B)	-	-	-
17 HF Ahmanson & Co	-	-	-	-	(B)	-	-	-
Investment in Subsidiaries - MOR.3	1,895,218,467	33,468,550	1,928,687,017	(454,652,065)	1,440,566,402	-	1,464,496,428	680,704,781
<i>Indirect Ownership by WMI *</i>								
18 WM Aircraft Holdings LLC	-	28,098,191	28,098,191	-	(C)	-	-	-
19 SoundBay Leasing LLC	-	-	-	-	(F)	-	-	-
20 Riverpoint Associates	-	43,449,882	43,449,882	-	(C)	-	-	-
21 Flower Street	-	21,326,909	21,326,909	-	(A)	-	-	-
22 Robena Feedstock	-	-	-	-	(B)	-	-	-
23 Provident Services LLC	-	-	-	-	(B)	-	-	-
24 ACD 3	-	17,298,992	17,298,992	-	(A)	-	-	-
25 Ahmanson GGC LLC	-	84,628,326	84,628,326	-	(A)	-	-	-
26 ACD 4	-	12,331	12,331	-	(C)	-	-	-
27 Ahmanson Residential 2	-	13,588,545	13,588,545	-	(A)	-	-	-
28 Sutter Bay Associates LLC	-	86,030,852	86,030,852	-	(A)	-	-	-
29 Sutter Bay Corp	-	60,708,905	60,708,905	-	(A)	-	-	-
30 Robena LLC	-	-	-	-	(B)	-	-	-
31 WMGW Delaware Holdings	-	-	-	-	(D)	-	-	-
32 WMFHA Delaware Holdings	-	6,959,522	6,959,522	-	(E)	-	-	-
33 WM Finance LLC	-	1,525,671	1,525,671	-	(C)	-	-	-

Notes:

- * Equity value already reflected via direct ownership balances.
- (A) Merged into WM Citation Holdings LLC in December 2008
- (B) Merged into WMI Rainier LLC in December 2008
- (C) Merged into WM Citation Holdings LLC in April 2009
- (D) Merged into WM Citation Holdings LLC in June 2010
- (E) Merged into PCA Asset Holdings LLC in December 2008
- (F) Dissolved in June 2010
- (G) Reorganized WMI valuation is \$210 million, which includes value of WMMRC.

a. Reconciliation of Change in “Investment in Subsidiaries”

WMI’s “Investment in Subsidiaries,” as shown on WMI’s balance sheet (set forth in each of the Debtors’ MORs), and in the preceding chart, reflects the total book equity of the Non-Banking Subsidiaries. The total change in “Investment in Subsidiaries” from the Petition Date to October 31, 2011 is approximately \$455 million, as explained below.

Investment in Subsidiaries – 9/26/2008	\$1,895,218,467	Notes
Income / (Loss) from Subsidiaries	(205,040,767)	(1)
Cash Distributed to WMI	(386,865,257)	(2)
Paid Notes and Tax Payables to WMI	72,236,573	(2)
Distribution of Remaining Marion Business to WMI	(16,443,787)	Reported in Dec 2009 MOR ⁴⁰
Change in Other Comprehensive Income (“OCI”)	64,183,030	(3)
Other Miscellaneous Changes	17,278,143	
	<hr/>	
Cumulative Change from Petition Date	(454,652,065)	
	<hr/>	
Investment in Subsidiaries – 10/31/2011	\$1,444,609,697	

Notes to the chart follow on the next page.

⁴⁰ (See Note 4 to the “Financial Statements” in the December 2009 MOR [D.I. 2280].)

NOTES

(1) INCOME / (LOSS) FROM SUBSIDIARIES – BY SUBSIDIARY

WMMRC	(103,875,342)	
Marion	18,850,206	
WAMU 1031 Exchange	(262,995)	
Ahamansan Obligation Corporation	(2,032,316)	Incl. loan sale
Citation	2,105,694	Incl. aircraft sale
WMIIC	(122,719,199)	
Other subs	2,893,185	
	<hr/>	
Cumulative to Date	(205,040,767)	Per Oct-2011 Monthly Operating Report

(2) CASH DISTRIBUTED TO WMI

As noted previously, the significant asset held by these non-banking subsidiaries was cash. Upon completion of the corporate reorganizations described herein, such cash was distributed to WMI.

<u>Entity</u>	<u>Dividends</u>	<u>Notes & Taxes</u>	<u>Total</u>
Total from WM Citation Holdings LLC (after merger)	235,628,684	51,497,188	287,125,872
Marion	60,000,000	13,739,385	73,739,385
AOC	15,000,000	7,000,000	22,000,000
Wamu 1031 Exchange	4,000,000	-	4,000,000
	<hr/>	<hr/>	<hr/>
Summary	314,628,684	72,236,573	386,865,257

Total Cash reported on MOR's as received from subsidiaries

(3) CHANGE IN OCI

Unrealized gains and losses in securities are recorded in Other Comprehensive Income within equity. When that value changes at a subsidiary, WMI's Investment in Subsidiary balance changes as well. However, this is a change on the balance sheet of the subsidiaries and is not reported on WMI's income statement.

Securities were held at WMI Investment Corp, Marion and WMMRC. The change in balance would result from both changes in values of the securities held as well as the liquidation of the securities and the realization of actual gains and losses.

5. Assets of WMI Investment

WMI Investment is a Delaware corporation that, as of the Petition Date, held a variety of securities and investments. Certain entities have argued that the Debtors must more fully disclose the assets of WMI Investment, including all securities held by WMI Investment, and the divestiture of any such assets since the Petition Date.

Information regarding the assets of WMI Investment has been disclosed by the Debtors in every monthly operating report (“MOR”) filed subsequent to the Petition Date, each of which was also filed with the Securities and Exchange Commission (the “SEC”) under the cover of a form 8-K, and in WMI Investment’s schedule of assets and liabilities, first filed with the Bankruptcy Court on December 19, 2008 (the “WMI Investment Schedule”). As detailed in the WMI Investment Schedule, WMI Investment’s assets consisted, as of the Petition Date, of:

- a \$566 million intercompany receivable from WMI (which, pursuant to Section 32.2 of the Seventh Amended Plan, will be extinguished, unless otherwise agreed or resolved);
- a membership interest in JPMC Wind Investment Portfolio LLC with a book value of \$65 million⁴¹ (which WMI Investment will transfer to JPMC pursuant to the Global Settlement Agreement) (see Sections IV.A.9.a and V.B.3.b(iii) below);
- \$53 million of cash on deposit at JPMC (which the Debtors will receive free and clear pursuant to the Global Settlement Agreement) (see Section V.B.3.b(i) below);
- a tax receivable from WMI in the amount of \$22 million⁴² (which, pursuant to Section 32.2 of the Seventh Amended Plan, will be extinguished, unless otherwise agreed or resolved); and
- \$266 million of investments and \$4 million of accrued interest.

After the Petition Date, the Debtors were required to liquidate the \$266 million of investments held by WMI Investment to comply with section 345(b) of the Bankruptcy Code, which governs investment requirements for bankrupt companies. The conversion of these assets to cash was disclosed in the Schedule of Cash Receipts and Disbursements included as part of the MORs filed with the Bankruptcy Court and the SEC with respect to November 2008 through December 2008, as “Cash Receipts” from the “Sale of Assets/Securities.” Furthermore, the applicable balance sheets set forth in each MOR during that period illustrated the increase of cash and the reduction of securities. Each of these documents are publicly available on the Bankruptcy Court’s docket, as well as on the website maintained by the Debtors’ solicitation and voting agent, Kurtzman Carson Consultants, LLC, at www.kccllc.net/wamu, and the SEC, at www.sec.gov.⁴³

⁴¹ The book value of WMI Investment’s membership interest in JPMC Wind Investment Portfolio LLC is now approximately \$49 million.

⁴² This amount is included in, and is not incremental to, the estimated total amount of Tax Refunds to be received by the Debtors.

⁴³ At a hearing before the Bankruptcy Court held on March 21, 2011, Bettina Haper asserted that the Debtors’ liquidation of WMI Investment’s securities, discussed herein, was unauthorized. On October 2, 2008, the Debtors filed the *Motion of Debtors for (I) Authorization to Maintain Existing Bank Accounts and Business Forms, and (II) for an Extension of Time to Comply with Section 345(b) of the Bankruptcy Code* [D.I. 16]. On October 8, 2008, the

Pursuant to Sections 1.140 and 27.3 of the Seventh Amended Plan, all assets of WMI Investment will be contributed to the Liquidating Trust.

6. WM Mortgage Reinsurance Company, Inc. (“WMMRC”)

WM Mortgage Reinsurance Company, Inc. (previously defined as “WMMRC”), a Hawaiian corporation and non-debtor, wholly-owned subsidiary of WMI, is a captive reinsurance company, created to reinsure the risk associated with residential mortgages that were originated or acquired by WMB. Mortgage insurance for WMB-originated or acquired loans had historically been provided by seven mortgage insurance companies (collectively, the “Mortgage Insurers”), although currently WMMRC is party to mortgage reinsurance agreements with only six mortgage insurance companies. WMMRC entered into reinsurance agreements (the “Reinsurance Agreements”) with each Mortgage Insurer, pursuant to which it would share in the risk, in the form of Claim losses, in exchange for a portion of the premiums generated from the residential mortgage loan portfolio held by the Mortgage Insurer.⁴⁴

Pursuant to each Reinsurance Agreement, WMMRC established a trust account with US Bank N.A. (defined above as the “WMMRC Trusts”), for the benefit of the Mortgage Insurer, to hold premiums collected and to secure WMMRC’s obligations to each Mortgage Insurer with respect to the insured loans. WMMRC was historically party to seven trust agreements—one for each Reinsurance Agreement to which it was a party. As of October 31, 2011, the value of the six remaining Trust’s assets was estimated to be \$344 million.

Each Reinsurance Agreement requires that WMMRC maintain a certain minimum amount of capital in the applicable Trust (the “Reinsurance Reserve”), which amount is determined by applicable law, as well as each Mortgage Insurer’s calculation of reserves needed, which is generally inclusive of reserves for known delinquencies within the loan portfolio and a percentage of the remaining aggregate risk exposure contained in each portfolio. Minimum capital requirements fluctuate on a

Court entered the order extending the Debtors’ time period to comply with Section 345(b) of the Bankruptcy [D.I. 44]. In the *Supplemental Motion of Debtors for an Extension of Time to Comply with Section 345(b) of the Bankruptcy Code*, dated December 8, 2008 [D.I. 402], the Debtors noted that they had undertaken, and were continuing to undertake, a “steady liquidation of WMI Investment’s remaining non-government backed securities.” Ms. Haper also noted that, early in the Chapter 11 Cases, the U.S. Trustee filed an objection regarding sales of certain investments by the Debtors. (See *Objection of the United States Trustee to the Motion of Debtors Pursuant to Sections 105(a) and 363 of the Bankruptcy Code for Order Approving Procedures for Sale of the Debtors’ Interests in Certain Investments Free and Clear of Liens, Claims and Encumbrances and Without Further Court Approval* [D.I. 420] (the “Securities Sales Objection”); see also Section IV.A.9.b below.) The Securities Sales Objection, however, was filed by the U.S. Trustee in response to a motion by the Debtors regarding the sale of WMI’s limited partner interests in venture capital funds held directly by WMI—not by WMI Investment. (See *Motion of Debtors Pursuant to Sections 105(a) and 363 of the Bankruptcy Code for Order Approving Procedures for Sale of the Debtors’ Interests in Certain Investments Free and Clear of Liens, Claims and Encumbrances and Without Further Court Approval* [D.I. 334] (the “Securities Sales Motion”).) The Bankruptcy Court approved the Securities Sales Motion, with certain modifications, by order, dated January 5, 2009 [D.I. 536]. Pursuant to the order, the Debtors were authorized to sell the limited partner interests held by WMI without seeking court approval of each sale, but were required to give notice of any such sale prior thereto.

⁴⁴ One of WMMRC’s Reinsurance Agreement counterparties is PMI Mortgage Ins. Co., Inc. (“PMI Mortgage”), which Entity was seized by Arizona state regulators on October 20, 2011. The Debtors understand that, although PMI Mortgage has ceased writing new business, PMI Mortgage will continue to insure its existing mortgage loan portfolio on a runoff basis, and will continue to make payments of premium income to WMMRC pursuant to the Reinsurance Agreement.

monthly basis and are reflected in monthly "cession statements" provided by each Mortgage Insurer to WMMRC. By order dated December 3, 2008, the Bankruptcy Court approved a loan from WMI to WMMRC in the amount of approximately \$11.9 million in order to maintain an adequate Reinsurance Reserve in one of its Trusts.

As of the Petition Date, due to the FDIC's seizure of WMB's assets and the sale of substantially all of WMB's assets to JPMC, all the WMMRC Trusts are operating on a "run-off" basis because WMMRC has ceased to reinsure any newly originated loans.

WMMRC's failure to maintain adequate Reinsurance Reserves could result in the Mortgage Insurers' election to terminate the Reinsurance Agreements on a "cut-off" basis, in which case WMMRC would no longer be liable for the reinsured loans and would no longer receive reinsurance premiums with respect thereto. WMMRC would, however, be liable for the Reinsurance Reserve, which may, in certain cases, result in the extinguishment of all assets on account in the Trust at issue. As described in Section V.B.6.h hereof, WMMRC was named as a defendant in the Alexander & Reed Action.

Refer to Articles VII and VIII of this Disclosure Statement for additional information regarding WMMRC. Pursuant to the Seventh Amended Plan, WMMRC will not be transferred to the Liquidating Trust but, rather, will be the sole operating subsidiary of Reorganized WMI.

7. Assets of WMI's Non-Debtor Subsidiaries, Other than WMMRC

Pursuant to applicable law, and as stated by the Bankruptcy Court at the March 21, 2011 hearing, the Bankruptcy Court's jurisdiction is limited to assets of the Debtors and not to those of any non-Debtor subsidiary. However, because the value of the Debtors' interests in such non-Debtor subsidiaries and non-Debtor assets, including WMMRC, ultimately accretes to the benefit of the Debtors' chapter 11 estate, the Debtors have reflected such value in their liquidation and recovery analyses. To provide parties in interest with additional information, set forth below is information related to WMI's direct and indirect subsidiaries as of the Petition Date, including WMMRC, as well as historical information regarding any transfers of assets by WMI's non-Debtor subsidiaries from and after the Petition Date. Pursuant to Section 1.140 of the Seventh Amended Plan, WMI's Equity Interest in all of its subsidiaries, except for WMI Investment, WMMRC and WMB, will be transferred to the Liquidating Trust. For the avoidance of doubt, and as set forth in more detail below, with the exception of a few *de minimis* residential real estate properties held by Ahmanson Obligation (defined below) as a result of mortgage foreclosures, neither the Debtors nor their non-Debtor subsidiaries hold any real estate.

The general background and status of the Non-Debtor Non-Banking Subsidiaries set forth below is delineated as follows: (a) subsidiaries currently owned by WMI, (b) subsidiaries merged on or prior to December 30, 2008, (c) subsidiaries merged in April 2009, and (d) subsidiaries merged or liquidated on June 30, 2010.

a. Currently Owned WMI Non-Banking Subsidiaries, Other than WMMRC

WaMu 1031 Exchange. Prior to the Petition Date, WaMu 1031 Exchange ("WaMu 1031") facilitated Section 1031 exchanges for residential and commercial property owners. Specifically, WaMu 1031 provided qualified intermediary services to assist real estate investors in deferring capital gains taxes with respect to real estate transactions involving investment properties. WaMu 1031 Exchange was formed as a combination of three predecessor 1031 exchange companies and processed 15,000 exchanges annually, with each exchange averaging \$300,000 to \$400,000 in size. WaMu 1031 ceased facilitating exchanges, however, in July 2009. The company has been undergoing a wind-down

process and currently has no employees, offices or assets other than cash. Since the Petition Date, WaMu 1031 has paid \$4 million to WMI, either as distributions or in satisfaction of obligations to WMI. WaMu 1031's balance sheet as of October 31, 2011 is shown below in Section IV.IV.8.

WM Citation Holdings, LLC. WM Citation Holdings, LLC ("WM Citation") is a Delaware limited liability company formed in July 2001. As of the Petition Date, WM Citation held partial interests in three corporate aircraft managed by NetJets, which interests were sold immediately after the commencement of the Chapter 11 Cases. The aggregate sale proceeds were approximately \$3 million after NetJets broker fees, and the eventual buyers were NetJets and JPMC. Over the course of the reorganizations, WM Citation also has been utilized to consolidate other Non-Banking Subsidiaries and, as a result, has accumulated various assets and cash through those reorganizations. Since the Petition Date, WM Citation along with the Non-Banking Subsidiaries that have merged into it have paid \$287 million to WMI, either as distributions or in satisfaction of obligations to WMI.

Through the consolidation process of merging PCA Asset Holdings and HS Loan Partners into WM Citation, WM Citation owns two note receivables payable by WMB which continue to accrue monthly interest. Pursuant to the Global Settlement Agreement, JPMC will pay all obligations of WMB, WMB's subsidiaries, or JPMC under the Revolving Notes set forth on Exhibit "V" thereto. (See Global Settlement Agreement § 2.16 and Section V.B.3.b(v) below.) Specifically, Exhibit "V" to the Global Settlement Agreement includes the following Revolving Notes which relate to WM Citation: (i) \$73,670,153 under that certain Revolving Master Note, dated as of December 22, 2005, by and between WMB, as borrower, and WM Citation (as successor to HS Loan Partners), as lender, and (ii) \$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 (as successor to WMRP Delaware Holdings LLC), as payee, and predecessor in interest to PCA Asset Holdings LLC.

WM Citation owned six (6) multi-family home mortgages through the mergers of Flower Street, Sutter Bay Corporation and HS Loan Partners into WM Citation. Collectively, through a competitive auction process, 14 multi-family loan mortgages, consisting of eight (8) owned by H.S. Loan Corporation and the 6 owned by WM Citation, were sold in June 2009 and generated approximately \$3.5 million in proceeds after fees and expenses.

Through the consolidation process, WM Citation became the eventual owner of WM Aircraft's 72% interest in SoundBay Leasing LLC ("SoundBay Leasing"). SoundBay Leasing owned a 1986 Boeing 767-223ER, which was leased by American Airlines. The lease term expires at the beginning of 2012. Through an airline broker, SoundBay Leasing auctioned the plane, received six (6) bids, and generated gross proceeds of \$5.1M in January 2010, of which WM Citation retained 72%.

WM Citation's balance sheet, as of October 31, 2011, is shown below in Section IV.A.8.

Ahmanson Obligation Company. Ahmanson Obligation Company ("Ahmanson Obligation") is a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. Prior to the Petition Date, Ahmanson Obligation generally purchased loans that had been sold with recourse by WMI affiliates. Both Freddie Mac and Fannie Mae filed Claims against WMI, which guaranteed recourse obligations of Ahmanson Obligation. Ahmanson Obligation settled a \$53 million recourse Claim with Freddie Mac for \$250,000 in March 2010 and a \$17 million recourse Claim with Fannie Mae for \$50,000 in September 2010.

As of the Petition Date, Ahmanson Obligation held approximately \$18 million in unpaid principal balance ("UPB") on outstanding mortgage loans. In July 2010, through a third party advisor, Ahmanson Obligation engaged outside buyers in a competitive bidding process and received nineteen

(19) bids for a majority of these loans. Total proceeds on the sale of approximately 220 loans, or approximately \$14 million in UPB, were \$10.3 million after fees and expenses. Ahmanson Obligation currently has 50 remaining loans on the balance sheet with a total UPB of approximately \$2 million. These loans are currently in the process of being sold or prepared for sale. In addition, all previous loans or owned real estate through the loan foreclosure process has either been sold or reclassified.

Since the Petition Date, Ahmanson Obligation has paid \$22 million to WMI, either as distributions or in satisfaction of obligations to WMI. Ahmanson Obligation's balance sheet, as of October 31, 2011, is shown below in Section IV.A.8.

WMI Rainier LLC. WMI Rainier LLC ("WMI Rainier") is a Washington limited liability company formed in April 2006. Prior to the Petition Date, the company primarily served as a consolidation subsidiary for use in merging former WMI subsidiaries out of existence. Over the course of the reorganizations after the Petition Date, the company acquired Ahmanson Developments, Inc. which had potential liabilities related to the BKK Litigation and certain warranty obligations. The BKK Litigation and the Claims associated with it are further described in Section V.B.6.j of this Disclosure Statement. Pursuant to a pending settlement with JPMC and the plaintiffs, WMI will pay JPMC \$1.49 million on behalf of WMI Rainier in exchange for a release by JPMC of all Claims against WMI and the Non-Banking Subsidiaries related to the BKK Litigation. In addition, JPMC will indemnify the WMI Entities for any loss related to the BKK Litigation not covered by insurance; provided, that such indemnification is limited to an amount of up to \$1.49 million with respect to liabilities of WMI Rainier or its predecessor ADI (defined below) or Oxford Investment Corp. (See Certification of Counsel Regarding Order Approving Settlement Agreement Between Debtors, JPMorgan Chase Bank N.A., California Department of Toxic Substances Control, the BKK Joint Defense Group and Certain of That Group's Individual Members, Exhibit A [D.I. 6261].)

The Debtors recently learned that, through ADI's (defined below) historical real estate development activities, WMI Rainier may own two parcels of land in Riverside County, California. Both parcels are approximately two acres each and consist of narrow strips of land abutting alongside a highway. Additionally, such parcels are designated as utility corridors and zoned as "open space limiting development" and encumbered by the City of Corona and Riverside County. These utility corridors were most likely intended to be conveyed to the city during development and have zero value or assessed property tax.

WMI Rainier LLC's balance sheet, as of October 31, 2011, is shown below in Section IV.A.8.

H.S. Loan Corporation. H.S. Loan Corporation ("H.S. Loan") is a California corporation and was acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. As of the Petition Date, the company owned 8 multi-family home mortgages. Collectively, through a competitive auction process, 14 multi-family loan mortgages, consisting of the 6 owned by H.S. Loan and 8 owned by WM Citation (previously owned by Flower Street, Sutter Bay Corp. and HS Loan Partners at the Petition Date), were sold in June 2009 and generated approximately \$3.5 million in proceeds after fees and expenses.

As of the Petition Date, H.S. Loan also owned a note receivable asset payable by WMB, which continues to accrue monthly interest. Pursuant to the Global Settlement Agreement, JPMC will pay all obligations of WMB, WMB's subsidiaries, or JPMC under the Revolving Notes as set forth on Exhibit "V" thereto. (See Global Settlement Agreement § 2.16 and Section V.B.3.b(v) below.) Exhibit "V" to the Global Settlement Agreement includes the following Revolving Note which relates to H.S. Loan:

\$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, as lender.

JPMC owns a minority interest in H.S. Loan of approximately 1.33% and will convey such minority interest to WMI upon implementation of the Global Settlement Agreement, as set forth in Section V.B.3.b(iv) below.

H.S. Loan's balance sheet as of October 31, 2011 is shown below in Section IV.A.8.

b. WMI Subsidiaries Merged at December 31, 2008

ACD 2 (Merged into WM Citation). ACD 2 was a California corporation acquired as a part of the H.F. Ahmanson & Co. acquisition in October 1998. ACD 2 was incorporated in September 1992 to engage in real estate development. As of the Petition Date, ACD 2 did not have any ongoing operations or hold any real estate.

Great Western Service Corporation Two (Merged into WM Citation). Great Western Services Corporation Two ("GWSCT") was a California corporation acquired as part of the Great Western Bank acquisition in July 1997. At the Petition Date, GWSCT held one subsidiary, Washington Mutual Finance Group, LLC, which was involved in class action litigation in Mississippi, described below.

Providian Services Corporation (Merged into WMI Rainier). Providian Services Corporation ("PSC") was a Delaware corporation acquired as part of the Providian acquisition in October 2005. PSC was incorporated in June 1998 to hold certain investments in the Robena coal project transaction. As of the Petition Date, PSC was not active and did not have any assets.

Ahmanson Developments, Inc. (Merged into WMI Rainier). Ahmanson Developments, Inc. ("ADI") was a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. ADI was incorporated in August 1971 to engage in real estate development. As of the Petition Date, ADI was no longer active in development, but continued to hold warranty liabilities on various development projects. ADI had potential liabilities related to the BKK Litigation as well as certain outstanding warranty liabilities, but transferred all liabilities to WMI Rainier when it merged with WMI Rainier through the consolidation process. Refer to the above discussion of WMI Rainier for further explanation.

Ahmanson Residential Development (Merged into WM Citation). Ahmanson Residential Development ("ARD") was a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. Prior to the Petition Date, ARD owned a real estate development project in Owing Mills, Maryland. As of the Petition Date ARD did not have any ongoing operations or hold any real estate.

WM Funds Disbursements, Inc. (Merged into WMI Rainier). WM Funds Disbursements, Inc. ("WM Funds Disbursements") was a Nevada corporation acquired as part of the Commercial Capital Bancorp Inc. acquisition in October 2006. WM Funds Disbursements did not engage in business activities prior to 2007. As of April 2007, WM Funds Disbursement's name was changed to its current name, "WM Fund Disbursements, Inc.," and it was repurposed to make employee benefit payments to people who were employees of WM Advisors, Inc., WM Funds Distributor, Inc. and WM Shareholder Services, Inc. before WMI and/or its affiliates sold those companies. WM Funds Disbursements also held a small equity stake in Providian Technology Services Private Limited. The

equity stake was believed to have no value and WM Funds Disbursements disposed of it in September 2009.

H.F. Ahmanson & Company (Merged into WMI Rainier). H.F. Ahmanson & Co. was a Nevada corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. As of the Petition Date, H.F. Ahmanson & Co. was not active and did not have any assets.

Flower Street Corporation (Merged into WM Citation). Flower Street Corporation (“Flower Street”) was a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. Flower Street was formed in November 1996 to engage in real estate development. As of the Petition Date, Flower Street (a) had divested itself of any of its Los Angeles real estate assets and (b) owned a few multi-family home mortgages. Through the consolidation process these mortgages were sold to WM Citation. See the above discussion of WM Citation for further detail on the sale and proceeds.

Robena Feedstock LLC (Merged into WMI Rainier). Robena Feedstock LLC (“Robena Feedstock”) was a Delaware limited liability company acquired as part of the Providian acquisition in October 2005. The company was formed in June 1998 to own a wash plant associated with the coal agglomeration plant owned by Robena LLC. As of the Petition Date, the company was not active and did not have any assets.

Providian Services LLC (Merged into WMI Rainier). Providian Services LLC was a Delaware limited liability company acquired as part of the Providian acquisition in October 2005. The company was formed in June 1998 to hold a limited partnership interest in Robena LP. As of the Petition Date, the company was not active and did not have any assets.

ACD 3 (Merged into WM Citation). ACD 3 was a California corporation acquired as a part of the H.F. Ahmanson & Co. acquisition in October 1998. ACD 3 was incorporated in January 1994 to develop real estate. As of the Petition Date, ACD 3 did not hold any real estate or any other assets.

Ahmanson GGC LLC (Merged into WM Citation). Ahmanson GGC was a California limited liability company originated as a limited partnership formed in December 1996 by H.F. Ahmanson & Co. Ahmanson GGC converted to a limited liability company in June 1999. As of the Petition Date, Ahmanson GGC operated as a holding company for WM Aircraft Holdings LLC.

Ahmanson Residential 2 (Merged into WM Citation). Ahmanson Residential 2 was a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. Prior to the Petition Date, Ahmanson Residential 2 historically engaged in real estate development. As of the Petition Date, Ahmanson Residential 2 did not have ongoing operations or hold any real estate.

Sutter Bay Associates LLC (Merged into WM Citation). Sutter Bay Associates was a California limited liability company originated as a limited partnership formed by H.F. Ahmanson & Co. in December 1994. Sutter Bay Associates converted to a limited liability company in June 1999. As of the Petition Date, Sutter Bay Associates was a holding company for WaMu entities that leased commercial aircraft.

Sutter Bay Corporation (Merged into WM Citation). Sutter Bay Corporation was a California corporation acquired as part of the H.F. Ahmanson & Co. acquisition in October 1998. Sutter Bay Corporation was incorporated in November 1996 to engage in real estate development. As of the Petition Date, Sutter Bay Corporation owned a few multi-family home mortgages, but did not hold any

real estate. Through the consolidation process these mortgages were sold to WM Citation. See the above discussion of WM Citation for further detail on the sale and proceeds.

Robena LLC (Merged into WMI Rainier). Robena LLC was a Delaware limited liability company acquired as part of the Providian acquisition in October 2005. Robena LLC was formed in March 1998 to own a coal agglomeration plant. As of the Petition Date, Robena LLC was not active and did not have any assets.

WMHFA Delaware Holdings LLC (Merged into PCA Asset Holdings). WMHFA Delaware Holdings LLC was a Delaware limited liability company formed in June 1999. As of the Petition Date, WMHFA Delaware Holdings LLC did not hold any assets or liabilities.

c. WMI Subsidiaries Merged at April 30, 2009

HS Loan Partners LLC (Merged in WM Citation). HS Loan Partners LLC was a California limited liability company originated as a limited partnership formed in December 1996 by H.F. Ahmanson & Co. HS Loan Partners LLC converted to a limited liability company in June 1999. As of the Petition Date, HS Loan Partners LLC owned a note receivable asset payable by WMB which continues to accrue monthly interest. Through the consolidation process this asset now is owned by WM Citation and is discussed more fully in the above discussion of WM Citation. As of the Petition Date, HS Loan Partners LLC owned 1 multi-family home mortgage. Through the consolidation process this mortgage was sold to WM Citation. See the above discussion of WM Citation for further detail on the sale and proceeds.

PCA Asset Holdings LLC (Merged in WM Citation). PCA Asset Holdings LLC (“PCA”) was a California limited liability company formed in January 2005. PCA served as a holding company for real estate that was to be sold to third parties. As of the Petition Date, PCA owned a note receivable asset payable by WMB (acquired by JPMC and outlined in the Global Settlement Agreement) which continues to accrue monthly interest. Through the consolidation process this asset now is owned by WM Citation and is discussed more fully in the above discussion of WM Citation. As of the Petition Date, PCA did not have any ongoing operations or hold any real estate.

WM Aircraft Holdings LLC (Merged in WM Citation). WM Aircraft was a Delaware limited liability company was formed in December 2000 to act as a holding company. As of the Petition Date, the company directly held a 72% interest in SoundBay Leasing. This 72% interest was merged into WM Citation through the consolidation process.

Riverpoint Associates (Merged in WM Citation). Riverpoint Associates (“Riverpoint”) was a California general partnership acquired as part of the H.F. Ahmanson & Co., acquisition in October 1998. Riverpoint was formed to engage in real estate development. As of the Petition Date, Riverpoint did not have ongoing operations or hold any real estate.

ACD 4 (Merged in WM Citation). ACD 4 was a California corporation acquired as a part of the H.F. Ahmanson & Co. acquisition in October 1998. ACD 4 was incorporated in October 1993 to develop real estate. As of the Petition Date, ACD 4 did not have any ongoing operations or any assets.

Washington Mutual Finance Group, LLC (Merged into WM Citation). WM Finance Group was a Delaware limited liability company formed in April 2000 to engage in mortgage lending in Kentucky, Maryland, Mississippi, North Carolina, Tennessee, Virginia and West Virginia. Substantially all of WM Finance Group’s assets were sold to CitiFinancial Credit company in March 2004. As of the

Petition Date, the company existed to address certain Mississippi class action litigation arising from Mississippi loans, which since has been resolved.

d. WMI Subsidiaries Merged or Dissolved at June 30, 2010

Marion Insurance Company, Inc. (Merged into WM Citation). Marion Insurance Company (“Marion”), a Vermont corporation and non-debtor, wholly-owned subsidiary of WMI, was a captive reinsurance company, incorporated in September 2000 to act as a Vermont domiciled captive insurance company to reinsure the risk associated with lender placed hazard insurance policies, accidental death and dismemberment and mortgage life insurance. Prior to the Petition Date, Marion reinsured mortgage life, disability, and accidental death insurance written on mortgagees of WMB’s banks as well as lender placed hazard-related coverage on loans in the banks’ servicing portfolios.

In February 2009, the insurance commissioner of Vermont notified Marion that it was no longer in compliance with Vermont captive law because it no longer reinsured the risks of its affiliates, and therefore required that Marion no longer provide reinsurance as a Vermont captive. In response to this directive, in early 2009, Marion began the process of commuting its existing reinsurance contracts with four separate companies. By the beginning of June 2010, Marion had successfully commuted all reinsurance agreements with the four companies, including its reinsurance agreement with Assurant. As part of its commutation effort with Assurant, Marion created and deposited \$17 million into a trust for the benefit of Assurant to pay remaining Claims over the next two years. Per the insurance commissioner’s requirements, Marion subsequently distributed the trust to WMI to ensure the successful wind-down of the Marion entity. In March 2011, the Assurant Trust distributed \$7.7 million to WMI. The term of the trust expires on December 31, 2011, after which the remaining assets, currently approximately \$6.4 million, will revert, unrestricted, to WMI. In total, since the Petition Date, Marion has paid \$74 million to WMI, either as distributions or in satisfaction of obligations to WMI.

As of June 30, 2010, Marion surrendered its Vermont insurance license and merged out of existence as part of the ongoing WMI subsidiary wind-down process.

SoundBay Leasing LLC (Dissolved). SoundBay Leasing was a Delaware limited liability company formed in December 2000 to be a joint venture with Bank of America involved in the leasing of aircraft and other equipment. As of the Petition Date, SoundBay Leasing owned a 1986 Boeing 767-223ER which was leased by American Airlines. The asset was sold in June 2010. For further information on the sale, refer to the above discussion of WM Citation.

WMGW Delaware Holdings LLC (Merged into WM Citation). WMGW Delaware Holdings LLC (“WMGW”) was a Delaware limited liability company formed in June 1999 to engage in commercial leasing and lending. As of the Petition Date, WMGW did not hold any assets or leases.

8. WMI Non-Debtor Subsidiary Balance Sheets

Balance sheets as of October 31, 2011 for all the WMI subsidiaries, save WMI Investment and WMMRC, are below. For financial information regarding WMMRC, refer to Article VII of this Disclosure Statement. For WMI Investment's balance sheet, refer to the Debtors' MORs.

WaMu 1031 Exchange Balance Sheet (Unaudited)

	<u>October 31, 2011</u>	
ASSETS		
Cash	\$	1,421,987.48
TOTAL ASSETS		<u><u>1,421,987.48</u></u>
LIABILITIES & EQUITY		
Liabilities		
Accounts Payable		-
Taxes Pay / (Rec) and Deferreds -- Intercompany		(76,446.62) (1)
Other Accrued Liabilities		<u>(10,961.84)</u>
Total Liabilities		<u>(87,408.46)</u>
Total Equity		1,509,395.94
TOTAL LIABILITIES & EQUITY	\$	<u><u>1,421,987.48</u></u>

NOTES:

- (1) All tax balances represent intercompany balances with WMI per the tax sharing agreement. However, prior to the seizure, balances had not been reconciled on an individual company basis. Current balances represent the balances as of 9/26/2008. No adjustments have been made to the balances since the seizure awaiting final determination of the rights of ownership and the correct amounts. Per the Global Settlement Agreement, net tax refunds for WMI and its non-banking subsidiaries will be paid to WMI based on the agreed upon -percentages. Further, the Seventh Amended Plan provides that all intercompany balances will be extinguished as of the Effective Date.

**WM Citation Holdings, LLC Balance Sheet
(Unaudited)**

	<u>October 31, 2011</u>
ASSETS	
Cash	\$ 2,030,163.64
Other Assets	
Investment in Subsidiaries	23,930,026.18
Intercompany Notes -- WMI	114,473,051.68
Intercompany Notes -- WMB and Subs	<u>98,720,488.36</u>
Total Other Assets	
TOTAL ASSETS	<u>239,153,729.86</u>
LIABILITIES & EQUITY	
Liabilities	
Accounts Payable	-
Taxes Pay / (Rec) and Deferreds -- Intercompany	12,209,467.42
Payroll & Benefits Accruals	843,854.00
Other Accrued Liabilities	<u>49,803.38</u>
Total Liabilities	13,103,124.80
Total Equity	226,050,605.06
TOTAL LIABILITIES & EQUITY	<u>\$ 239,153,729.86</u>

NOTES:

- (1) Investment in HS Loan Corporation. Balance is eliminated in consolidation.
- (2) Per the Seventh Amended Plan, all intercompany balances within WMI and its non-banking subsidiaries will be extinguished.
- (3) Per the Global Settlement Agreement, JPMC will pay WMI for notes receivable from WMB and subs.
- (4) All tax balances represent intercompany balances with WMI per the tax sharing agreement. However, prior to the seizure, balances had not been reconciled on an individual company basis. Current balances represent the balances as of 9/26/2008. No adjustments have been made to the balances since the seizure awaiting final determination of the rights of ownership and the correct amounts. Per the Global Settlement Agreement, net tax refunds for WMI and its non-banking subsidiaries will be paid to WMI based on the agreed upon -percentages. Further, the Seventh Amended Plan provides that all intercompany balances will be extinguished as of the Effective Date.
- (5) Represents post-retirement medical benefits recorded on WMI-non-banking subsidiaries as of 9/26/08. Per the Global Settlement Agreement, JPMC is assuming this Plan.

**Ahmanson Obligation Company Balance Sheet
(Unaudited)**

	<u>October 31, 2011</u>	
ASSETS		
Cash	\$ 8,731,923.74	
Loans -- Secured by Real Estate	<u>541,716.14</u>	(1)
TOTAL ASSETS	<u><u>9,273,639.88</u></u>	
LIABILITIES & EQUITY		
Accounts Payable	3,060.00	
Taxes Pay / (Rec) and Deferreds -- Intercompany	<u>3,604,680.81</u>	(2)
Total Liabilities	3,607,740.81	
 Total Equity	 5,665,899.07	
TOTAL LIABILITIES & EQUITY	<u><u>\$ 9,273,639.88</u></u>	

NOTES:

- (1) Represents 53 loans secured by homes and manufactured housing. The remaining loans have not yet been sold due to documentation or performance issues which existed as of the seizure.

Gross book value	\$ 1,993,656.01
Proceeds receivable -- from servicer	43,944.22
Loan Loss Reserve	<u>(1,495,884.09)</u>
Net book value -- Loans -- Secured by Real Estate	<u>\$ 541,716.14</u>

- (2) All tax balances represent intercompany balances with WMI per the tax sharing agreement. However, prior to the seizure, balances had not been reconciled on an individual company basis. Current balances represent the balances as of 9/26/2008. No adjustments have been made to the balances since the seizure awaiting final determination of the rights of ownership and the correct amounts. Per the Global Settlement Agreement, net tax refunds for WMI and its non-banking subsidiaries will be paid to WMI based on the agreed upon -percentages. Further, the Seventh Amended Plan provides that all intercompany balances will be extinguished as of the Effective Date.

WMI Rainier LLC Balance Sheet
(Unaudited)

	<u>October 31, 2011</u>	
ASSETS		
Cash	\$ 1,642,851.91	(1)
Intercompany Notes -- WMI	<u>2,430,365.36</u>	(2)
TOTAL ASSETS	<u><u>4,073,217.27</u></u>	
LIABILITIES & EQUITY		
Liabilities		
Intercompany Payables -- WMI	50,000.00	(2)
Taxes Pay / (Rec) and Deferreds -- Intercompany	(3,707,495.73)	(3)
Other Prepetition Liabilities	<u>10,000.00</u>	
Total Liabilities	<u>(3,647,495.73)</u>	
Total Equity	7,720,713.00	
TOTAL LIABILITIES & EQUITY	<u><u>\$ 4,073,217.27</u></u>	

NOTES:

- (1) Per the pending agreement with BKK and JPMC, \$1,490,000 will be paid to JPMC in exchange for a release of all obligations related to the BKK litigation.
- (2) Per the Seventh Amended Plan, all intercompany balances within WMI and its non-banking subsidiaries will be extinguished.
- (3) All tax balances represent intercompany balances with WMI per the tax sharing agreement. However, prior to the seizure, balances had not been reconciled on an individual company basis. Current balances represent the balances as of 9/26/2008. No adjustments have been made to the balances since the seizure awaiting final determination of the rights of ownership and the correct amounts. Per the Global Settlement Agreement, net tax refunds for WMI and its non-banking subsidiaries will be paid to WMI based on the agreed upon percentages. Further, the Seventh Amended Plan provides that all intercompany balances will be extinguished as of the Effective Date.

**H.S. Loan Corporation Balance Sheet
(Unaudited)**

	<u>October 31, 2011</u>	
ASSETS		
Cash	\$ 982,162.45	
Intercompany Notes -- WMI	1,397,644.18	(1)
Intercompany Notes -- WMB and Subs	<u>83,190,934.06</u>	(2)
TOTAL ASSETS	<u><u>85,570,740.69</u></u>	
LIABILITIES & EQUITY		
Taxes Pay / (Rec) and Deferrals -- Intercompany	<u>1,433,321.98</u>	(3)
Total Liabilities	1,433,321.98	
 Total Equity	 84,137,418.71	
TOTAL LIABILITIES & EQUITY	<u><u>\$ 85,570,740.69</u></u>	

NOTES:

- (1) Per the Seventh Amended Plan, all intercompany balances within WMI and its non-banking subsidiaries will be extinguished.
- (2) Per the Global Settlement Agreement, JPMC will pay WMI for notes receivable from WMB and subs.
- (3) All tax balances represent intercompany balances with WMI per the tax sharing agreement. However, prior to the seizure, balances had not been reconciled on an individual company basis. Current balances represent the balances as of 9/26/2008. No adjustments have been made to the balances since the seizure awaiting final determination of the rights of ownership and the correct amounts. Per the Global Settlement Agreement, net tax refunds for WMI and its non-banking subsidiaries will be paid to WMI based on the agreed upon percentages. Further, the Seventh Amended Plan provides that all intercompany balances will be extinguished as of the Effective Date.

9. Other Assets

a. Wind Energy Investment

WMI Investment's assets include, among other things, an indirect membership interest (the "Wind Interest") in a portfolio holding company, JPMC Wind Investment Portfolio LLC ("JPMC Wind Investment"), which owns an Equity Interest in each of (i) Airtricity Sand Bluff WF Holdco, LLC, which owns the Airtricity-Sand Bluff wind farm, near Sterling City, Texas, (ii) UPC Hawaii Wind Partners II, LLC, which owns the UPC-Kaheawa Pastures wind farm, located in Maui, Hawaii, (iii) Whirlwind Energy, LLC, which owns the RES-Whirlwind wind farm, located in Floyd County, Texas, and (iv) Buffalo Gap Holdings 2, LLC, which owns the AES-Buffalo Gap 2 wind farm, located in Nolan and Taylor Counties, Texas (collectively, the "Projects"). The Debtors retained CP Energy Group, LLC,

a financial advisory and commercial asset management firm that focuses on the renewable energy sector, to assist with the marketing and sale of the Wind Interest.

The Debtors, with CP Energy's assistance, undertook an extensive marketing process for the Wind Interest. As a result of such process, the Debtors determined that an expression of interest submitted by Goldman, Sachs & Co. ("Goldman") was the highest and best expression of interest remitted as of that date. Accordingly, on September 4, 2009, the Debtors filed a motion with the Bankruptcy Court to allow them to enter into a letter of intent with Goldman, to grant Goldman exclusivity and pay for due diligence expenses, in connection with Goldman's potential purchase of the Wind Interest. Specifically, the Debtors requested authorization to reimburse Goldman for its reasonable out-of-pocket professional fees and expenses in an amount no to exceed \$300,000, provided, that, WMI Investment would only be required to reimburse Goldman if the purchase price, as set forth in definitive agreements, as the same may have been adjusted in accordance therewith, was greater than \$15 million. The Bankruptcy Court granted the motion on September 25, 2009, however, commercial terms were never reached. Prior to the Bankruptcy Court's ruling, on September 18, 2009, JPMC Wind Investment filed a reservation of rights with respect to its right of first refusal regarding any transfer of the Wind Interest.

Pursuant to the Global Settlement Agreement and a sale under section 363 of the Bankruptcy Code, WMI Investment will be deemed to have sold, transferred and assigned to JPMC, or its designee, any and all of WMI Investment's right, title and interest in and to the Wind Interest, free and clear of the liens, Claims, interests and encumbrances.

b. Strategic Capital Fund Investments

As of the Petition Date, WMI held investments in its Strategic Capital Fund (the "SCF"), comprised of certain Equity Interests (the "Preferred & Common Stock") and WMI's interest, as a limited partner, in ten (10) venture capital funds (the "LP Investments" and, together with the Preferred & Common Stock, the "Investments"). The venture capital funds primarily invested in companies in the technology and financial technology industries. By order, dated January 5, 2009, the Bankruptcy Court approved procedures for the sale of the Investments. The Investments were sold for \$12.3 million in cash and the purchasers assumed approximately \$8.7 million in indebtedness. As additional consideration, WMI received a beneficial interest in an unsecured and subordinated promissory note of approximately \$807,000, paid down in September 2011 to approximately \$312,200, which currently earns interest at 8%, of which interest at 3.2% is paid in cash and interest at 4.8% is "payment-in-kind" through July 2012. Thereafter, such promissory note will earn interest at 12% through July 2013 and 14% until maturity in July 2014.

c. Visa Shares

As of the Petition Date, WMI held 3.147 million Class B shares (the "Visa Shares") of Visa Inc. ("Visa") issued pursuant to Visa's initial public offering. The Visa Shares were set forth on the Schedules and/or WMI's books and records as of the Petition Date. Class B shares were derived from participating member's interests in Visa U.S.A. prior to the initial public offering. The value of these shares is contingent on the outcome of certain litigation, including that certain Interchange litigation discussed in Section V.B.6.i hereof. In the JPMC Adversary Proceeding, JPMC has asserted that it is entitled to the beneficial ownership of the Visa Shares, which the Debtors dispute.

Pursuant to the Global Settlement Agreement, and as set forth in Section V.B.3.b(iii) below, JPMC will pay WMI \$25 million and WMI will be deemed to have transferred to JPMC all of WMI's right, title and interest in and to the Visa Shares. WMI will retain the right to all dividends that

pre-date the effective date of the Global Settlement Agreement. JPMC will also assume the liabilities and obligations of the Debtors 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. JPMC has also agreed to pay or fund the payment of the Assumed Liabilities portion of any proofs of Claim related to the Interchange Litigation, to the extent such portion becomes an Allowed Claim. Furthermore, pursuant to the Global Settlement Agreement, WMI will not, 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.

B. The Debtors' Capital Structure And Significant Prepetition Indebtedness

1. Overview

As of the Petition Date, WMI had, among other indebtedness, outstanding principal unsecured indebtedness totaling approximately \$6.45 billion, with \$4.1 billion attributable to nine issuances of senior unsecured notes (the "Senior Notes"), \$1.6 billion attributable to three issuances of senior subordinated unsecured notes (the "Senior Subordinated Notes"), and \$789 million attributable to junior subordinated unsecured debentures (the "Junior Subordinated Debentures") issued in connection with certain trust preferred equity redeemable securities (defined below as the "PIERS Preferred Securities"). As of the Petition Date, WMI also had preferred and common stock issued and outstanding, as described below.

2. Senior Notes

All nine issuances of the Senior Notes, described below, were issued pursuant to that certain Senior Debt Securities Indenture, dated as of August 10, 1999, as supplemented and amended by that certain First Supplemental Indenture and that certain Second Supplemental Indenture, dated as of August 1, 2002 and November 20, 2002, respectively (collectively, the "Senior Notes Indenture"). The Senior Notes rank equally with all other unsecured and unsubordinated indebtedness of WMI. Certain of the Senior Notes issued by WMI pursuant to the Senior Notes Indenture have a fixed rate of interest (the "Fixed Rate Notes"), while others have floating rates of interest (the "Floating Rate Notes").

By order, dated December 17, 2009, the Bankruptcy Court approved that certain stipulation and agreement, dated November 17, 2009, between the Debtors and the Bank of New York Mellon Trust Company, N.A. ("BNY Mellon"), as successor indenture trustee (the "Senior Notes Indenture Trustee") under the Senior Notes Indenture (the "Senior Notes Indenture Stipulation"), pursuant to which the proof of claim filed by the Senior Notes Indenture Trustee, on behalf of itself and holders of Senior Notes, was allowed in the following amounts:

<u>Notes Issuance</u>	<u>Maturity Date</u>	<u>Issued Amount</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest</u> ⁴⁵	<u>Allowed Total Amount</u>
4.00% Fixed Rate Senior Notes	January 15, 2009	\$1,000,000,000.00	\$804,984,292.60	\$6,351,912.45	\$811,336,205.05
Floating Rate Senior Notes	August 24, 2009	\$500,000,000.00	\$358,645,000.00	\$911,252.44	\$359,556,252.44
4.20% Fixed Rate Senior Notes	January 15, 2010	\$600,000,000.00	\$504,220,132.10	\$4,178,270.72	\$508,398,402.82
Floating Rate Senior Notes	January 15, 2010	\$250,000,000.00	\$175,500,000.00	\$1,099,878.10	\$176,599,878.10
5.50% Fixed Rate Senior Notes	August 24, 2011	\$400,000,000.00	\$361,181,452.96	\$1,766,795.55	\$362,948,248.51
5.0% Fixed Rate Senior Notes	March 22, 2012	\$400,000,000.00	\$374,791,867.96	\$208,722.22	\$375,000,590.18
Floating Rate Senior Notes	March 22, 2012	\$450,000,000.00	\$363,350,000.00	\$141,454.17	\$363,491,454.17
Floating Rate Senior Notes	September 17, 2012	\$500,000,000.00	\$446,815,000.00	\$359,267.16	\$447,174,267.16
5.25% Fixed Rate Senior Notes	September 15, 2017	\$750,000,000.00	\$726,744,896.63	\$1,171,426.67	\$727,916,323.30
					\$4,132,421,621.73

Pursuant to the Senior Notes Indenture Stipulation, the Senior Notes Indenture Trustee was also permitted and directed to file an additional proof of claim against WMI (the "Remaining Senior Notes Indenture Trustee Claim") on account of its Claims (i) as indenture trustee pursuant to that certain indenture, dated May 1, 1999, between WMB, as successor to Providian Financial Corporation, and BNY Mellon, with respect to 2.75% Convertible Cash to Accreting Senior Notes due March 15, 2016 (the "Providian Notes"), as supplemented on various dates (the "Providian Indenture"), for amounts that may be due and owing pursuant to the Providian Indenture (the "Providian Notes Claim"), (ii) as Property Trustee under that certain Amended and Restated Declaration of Trust, dated April 30, 2001, between WMI and BNY Mellon, with respect to the Junior Subordinated Debentures (defined below) (the "Junior Subordinated Debentures Claim"), and (iii) for the continuing accrual of interest and various other unliquidated amounts allegedly due and owing under the Senior Notes Indenture for both the pre- and

⁴⁵ Interest is calculated as of the Petition Date.

postpetition periods (including, but not limited to, the fees and expenses of the Senior Notes Indenture Trustee and its professionals). The Senior Notes Indenture Trustee and the Debtors reserved all rights with respect to this Remaining Senior Notes Indenture Trustee Claim, except with respect to any objections based on timeliness, which were waived with prejudice.

3. Senior Subordinated Notes

All three issuances of the Senior Subordinated Notes were issued pursuant to that certain Subordinated Debt Securities Indenture, dated as of April 4, 2000, as supplemented and amended by that certain First Supplemental Indenture and that certain Second Supplemental Indenture, dated as of August 1, 2002 and March 16, 2004, respectively (collectively, the "Senior Subordinated Notes Indenture"). The Senior Subordinated Notes are contractually subordinated in right of payment to the prior payment in full of all senior indebtedness, including the Senior Notes.

By order dated December 17, 2009, the Bankruptcy Court approved that certain stipulation and agreement, dated November 17, 2009, between the Debtors and Law Debenture Trust Company of New York, as successor indenture trustee (the "Senior Subordinated Notes Indenture Trustee") under the Senior Subordinated Notes Indenture (the "Senior Subordinated Notes Indenture Stipulation"), pursuant to which the proof of claim filed by the Senior Subordinated Notes Indenture Trustee, on behalf of itself and holders of debt issued by WMI pursuant to the Senior Subordinated Notes Indenture, was reduced and allowed solely in the following amounts:

<u>Notes Issuance</u>	<u>Maturity Date</u>	<u>Issued Amount</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest⁴⁶</u>	<u>Allowed Total Amount</u>
8.25% Senior Subordinated Notes	April 1, 2010	\$500,000,000.00	\$451,870,530.25	\$18,133,500.00	\$470,004,030.25
4.625% Senior Subordinated Notes	April 1, 2014	\$750,000,000.00	\$729,187,229.50	\$16,449,467.71	\$745,636,697.21
7.250% Senior Subordinated Notes	November 1, 2017	\$500,000,000.00	\$437,962,198.47	\$12,862,043.75	\$450,824,242.22
					\$1,666,464,969.68

Pursuant to the Senior Subordinated Notes Indenture Stipulation, the Senior Subordinated Notes Indenture Trustee was deemed to have filed an additional proof of claim against WMI (the "Remaining Senior Subordinated Notes Indenture Trustee Claim") on account of its Claims for the continuing accrual of interest and various other unliquidated amounts allegedly due and owing under the Senior Subordinated Notes Indenture for both the pre- and postpetition periods, including, but not limited to, the fees and expenses of the Senior Subordinated Notes Indenture Trustee and its professionals and the Senior Subordinated Notes Indenture Trustee and the Debtors reserved all rights with respect to this

⁴⁶ Interest is calculated as of the Petition Date.

Remaining Senior Subordinated Notes Indenture Trustee Claim, except with respect to any objections based on timeliness, which were waived with prejudice.

4. Guarantees of Commercial Capital Bank, Inc. Securities (the "CCB Guarantees")

Pursuant to certain Guarantee Agreements, each dated as of November 1, 2007, WMI guaranteed (the "CCB Guarantees") the payment of the obligations and liabilities under certain agreements and approximately \$68 million principal amount of junior subordinated deferrable interest debentures acquired by HFC Capital Trust I, CCB Capital Trust IV, CCB Capital Trust V, CCB Capital Trust VI, CCB Capital Trust VII, CCB Capital Trust VIII, and CCB Capital Trust IX (collectively, the "CCB Securities"), issued in two tiers, namely, common (the "CCB Common Securities") and preferred (the "CCB Preferred Securities"), which obligations were assumed by WMB when WMB acquired the assets of New American Capital, Inc. ("NACI") in November 2007. Specifically, in November 2007, NACI merged with and into Mercer Acquisition LLC, a wholly-owned subsidiary of WMB, and Mercer Acquisition LLC subsequently distributed all of its assets, and assigned all of its liabilities, to WMB. Thereafter, WMB became the primary obligor on the CCB Securities. In addition, as of the Receivership Date, WMB held the CCB Common Securities.

WMI anticipates that Claims relating to the full outstanding amount of the CCB Guarantees will be allowed as Claims against its estate. Pursuant to the Seventh Amended Plan, however, the Receivership will not retain any distribution on account of the CCB Common Securities, and the Liquidating Trust will redistribute any such distribution in accordance with the priorities set forth in the Subordination Model attached as an exhibit to the Seventh Amended Plan, a copy of which is set forth in Section III.B.6.d hereof.

5. Junior Subordinated Debentures Related to the PIERS Claims

a. Overview

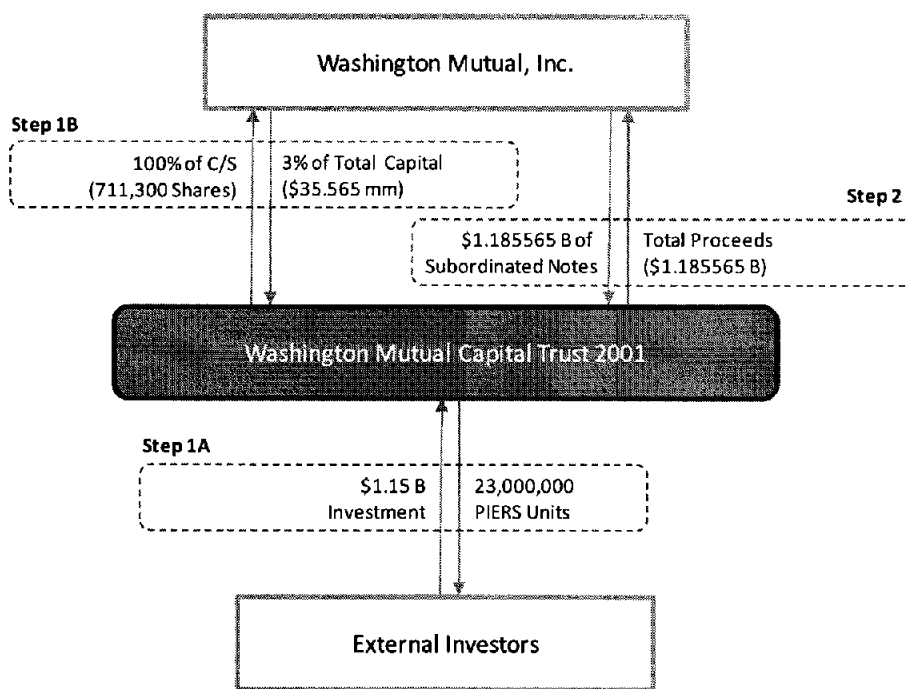
In accordance with that certain Amended and Restated Declaration of Trust, dated as of April 30, 2001, WMI, as sponsor, established Washington Mutual Capital Trust 2001 ("WMCT 2001") to issue Trust Preferred Income Equity Redeemable SecuritiesSM (the "PIERS Units") to investors. WMCT 2001 is a statutory business trust created under the Delaware Business Trust Act and, as of the date hereof, continues to exist as an independent separate entity, duly formed and in good standing. WMI owns the common securities (the "PIERS Common Securities") of such trust. As discussed below, WMI's primary role in the transaction was to issue the Junior Subordinated Debentures (defined below), which comprised the sole assets of WMCT 2001. At issuance, and all times thereafter, these Junior Subordinated Debentures have, for all purposes, been treated as and reported as debt.

In the second quarter of 2001, WMCT 2001 issued (i) 23 million PIERS Units, having a total price of \$1.15 billion, to investors, and (ii) 711,300 PIERS Common Securities, with a face value of approximately \$35 million, to WMI. Each PIERS Unit consists of a preferred security (the "PIERS Preferred Security") having a stated liquidation preference of \$50.00 and a stated coupon of 5.375%, in addition to a detachable warrant to purchase 1.2081 shares of common stock of WMI at any time prior to the close of business on May 3, 2041. The PIERS Units were issued at an initial purchase price of \$50.00, with \$32.33 allocated to the PIERS Preferred Securities and the balance (or \$17.67) attributable to "original issue discount" related to the value of the aforementioned warrant. The PIERS Preferred Securities were issued at a substantial discount and WMI made monthly accounting entries to accrete the discount and increase the balance over time. Thus, by maturity date of 2041, the debt would equal \$1.15 billion.

The PIERS Common Securities are junior in right of payment to the prior payment in full of the PIERS Preferred Securities. Pursuant to that certain Guarantee Agreement, dated as of April 30, 2001, the PIERS Preferred Securities issued by WMCT 2001 were guaranteed by WMI to the extent WMCT 2001 fails to satisfy its obligations to holders of the PIERS Preferred Securities.

The proceeds from the issuance of the PIERS Preferred Securities, together with the proceeds of the related issuance of PIERS Common Securities, were invested by WMCT 2001 in junior subordinated deferrable interest debentures issued by WMI (the “Junior Subordinated Debentures”), pursuant to that certain Indenture, dated as of April 30, 2001, as supplemented by that certain First Supplemental Indenture, dated as of April 30, 2001, each of which is between WMI and BNY Mellon as Indenture Trustee (the “Junior Subordinated Notes Indenture”). Pursuant to such investment, WMCT 2001 acquired approximately \$1.185 billion of 5.375% Junior Subordinated Debentures, due in 2041. The Junior Subordinated Debentures are subordinated in right of payment to the prior payment in full of all senior indebtedness, as defined in the indenture governing the Junior Subordinated Debentures.

A schematic of the foregoing transaction is as follows:



Wells Fargo Bank, National Association as (a) successor indenture trustee for the Junior Subordinated Debentures and (b) successor Guarantee Trustee under that certain Guarantee Agreement, dated as of April 30, 2001 (the “Junior Subordinated Debentures Trustee”), timely filed a proof of claim against WMI for obligations relating to, among other things, the PIERS Preferred Securities, the PIERS Common Securities, and the Junior Subordinated Debentures and WMI’s guarantee of such obligations. On December 18, 2009, the Debtors objected to the proof of claim on the grounds that the amounts asserted in the proof of claim did not account for the original issue discount with which the PIERS Preferred Securities, PIERS Common Securities, and the Junior Subordinated Debentures were issued. By order dated, January 28, 2010, the Bankruptcy Court reduced and allowed the Junior Subordinated Debentures Trustee’s Claim with respect to the Junior Subordinated Debentures in the aggregate amount of \$789,353,506.50, as follows:

Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest ⁴⁷	Allowed Total Amount
Preferred Securities	May 1, 2041	\$756,230,623.24	\$9,443,576.39	\$765,674,199.63
Common Securities ⁴⁸	May 1, 2041	\$23,387,254.01	\$292,052.86	\$23,679,306.87
				\$789,353,506.50

b. Classification of PIERS Claims Pursuant to the Seventh Amended Plan

Pursuant to the Seventh Amended Plan, the PIERS Claims are classified and treated as indebtedness. Pursuant to the September Opinion, the Bankruptcy Court ruled that the PIERS Claims are properly classified as debt. (See September Opinion at 108 (“[I]t is clear that the PIERS are debt, not equity.”).) No value is being distributed to PIERS Preferred Security holders pursuant to the Seventh Amended Plan on account of the warrant component of the PIERS Preferred Securities. Further, WMI is not retaining any payments it receives on account of the PIERS Common Securities. (See Seventh Amended Plan § 20.1.)

6. Preferred Equity Interests

a. Series K Preferred Stock.

On September 18, 2006, WMI issued 20,000,000 depositary shares of its Series K Perpetual Non-Cumulative Floating Rate Preferred Stock, with no par value (the “Series K Preferred Stock”). The Series K Preferred Stock has a face value of \$500 million. Ownership of the Series K Preferred Stock is held in the form of depositary shares, each of which represents a 1/40,000th ownership interest in one share of the Series K Preferred Stock. The Series K Preferred Stock dividend rate is adjustable each quarter and is calculated at the 3-month LIBOR plus 70 basis points. The Series K Preferred Stock ranks senior to common shares both as to dividend and liquidation preferences, in parity to all series of preferred stock and junior to all senior and subordinated indebtedness of WMI. Except under limited circumstances, the Series K Preferred Stock does not have voting rights. As of the Petition Date, 500 shares of Series K Preferred Stock were issued and outstanding. The number of outstanding shares of Series K Preferred Stock has not changed since the Petition Date.

b. Series R Preferred Stock

On December 17, 2007, WMI issued 3,000,000 shares of its 7.75% Series R Non-Cumulative Perpetual Convertible Preferred Stock (the “Series R Preferred Stock”). The Series R Preferred Stock has an aggregate face value of \$3 billion. The Series R Preferred Stock ranks senior to common shares both as to dividend and liquidation preferences, in parity to all series of preferred stock and junior to all senior and subordinated indebtedness of WMI. Except under limited circumstances, the Series R Preferred Stock does not have voting rights. Pursuant to its terms, each share of Series R Preferred Stock is convertible to a certain number of shares of WMI’s common stock, plus cash in lieu of fractional shares, subject to anti-dilution adjustments. As of the Petition Date, 3,000,000 shares of Series

⁴⁷ Interest is calculated as of the Petition Date.

⁴⁸ These securities are owned by WMI.

R Preferred Stock were issued and outstanding. The number of outstanding shares of Series R Preferred Stock has not changed since the Petition Date.

c. Series I, J, L, M and N Preferred Stock (the "REIT Series")

In February of 2006, Washington Mutual Preferred Funding LLC ("WMPF") was formed to issue securities qualifying for regulatory capital under applicable banking rules and regulations. The only assets of WMPF were indirect interests in various residential mortgage and home equity loans and other permitted investments. In 2006 and 2007, WMPF issued approximately \$4,000,000,000 liquidation preference value of perpetual fixed and fixed-to-floating rate preferred securities (representing 40,000 shares) which were acquired by various issuer trusts which issued the Trust Preferred Securities in a like amount to investors. Specifically, the Trust Preferred Securities include those certain (i) Washington Mutual Preferred Funding (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.

On September 26, 2008, pursuant to a letter from the OTS, dated September 25, 2008, WMI issued a press release stating that it had exchanged the Trust Preferred Securities issued by WMPF for 4,000,000 depository shares, each representing 1/1,000th of a share of a related class of WMI's preferred stock, as applicable, of Perpetual Non-Cumulative Fixed and Fixed-to-Floating Rate Preferred Stock in Series I, J, L, M and N⁴⁹ (defined in the Seventh Amended Plan as the "REIT Series")—none of which were outstanding prior to September 25, 2008. At the direction of the OTS, on September 25, 2008, employees of WMI and WMB executed an Assignment Agreement, which purported to assign the right, title, and interest in the Trust Preferred Securities to WMB as of that date.

The Trust Preferred Securities were subject to a conditional exchange feature whereby they would be transferred to WMI and the prior holders would receive, in exchange, the REIT Series, upon the occurrence of an "Exchange Event," defined as, among other things: (i) the undercapitalization of WMB under OTS' "prompt correction action" regulations, (ii) WMB being placed into receivership, or (iii) the OTS, in its sole discretion, directing the exchange in anticipation of WMB becoming "undercapitalized" or the OTS taking supervisory action limiting the payment of dividends by WMB.

Pursuant to the Global Settlement Agreement, and as more fully set forth therein (a) JPMC or its designee will be deemed to be the sole legal, equitable and beneficial owner of the Trust Preferred Securities, (b) the WMI Entities will 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, (c) any obligation of WMI to transfer the Trust Preferred Securities to WMB, including in accordance with that certain Assignment Agreement will 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, and (d) all Claims against the Debtors, the WMI Entities, the JPMC Acquisition Entities, the FDIC Receiver, or FDIC Corporate with respect to the Trust Preferred Securities will be released and withdrawn, with prejudice.

⁴⁹ As previously stated, the Trust Preferred Securities had a liquidation preference of \$4 billion. Thus, every \$1,000 of principal amount of REIT Series is equal to one (1) depository share. Every \$1,000,000 of principal amount of REIT Series is equal to one (1) share of WMI's preferred stock.

Please refer to the Global Settlement Agreement for a complete description of the proposed resolution of disputes relating to the Trust Preferred Securities.

Since the Petition Date, WMI has not made any distributions on or in relation to the Trust Preferred Securities or paid any dividends on account of any class of WMI's equity securities, including preferred stock relating to the Trust Preferred Securities.

7. Common Stock

WMI has authorized 3,000,000,000 shares of common stock. As of the close of business on September 26, 2008, WMI had 1,704,958,913 shares of common stock outstanding. Prepetition, WMI's common stock was traded on the New York Stock Exchange under the symbol "WM."

V.

OVERVIEW OF THE CHAPTER 11 CASES

A. Significant Events Leading To Commencement Of The Chapter 11 Cases

As extensively reported in the financial press, in mid-2007, the United States residential mortgage market began to experience significant disruptions. These conditions worsened throughout 2007 and 2008, expanding into the broader U.S. credit markets and resulting in greater volatility, less liquidity, widening of credit spreads, significantly depressed volumes in most equity markets, declining asset values, slowed growth in major economies, and declining business and consumer confidence.

In this context, WMI, as the holding company for WMB, a significant originator of residential mortgages, reported decreased earnings and revenue. Throughout 2007 and the first half of 2008, however, WMI had been able to weather the storm in large part due to WMI's completion, in April 2008, of a significant recapitalization, which resulted in a \$7.2 billion capital infusion (the "Capital Raise") by several institutional investors (the "Institutional Investors") including TPG Capital L.P. (the "TPG Investors"). Pursuant to this transaction, WMI issued 822,857 shares of common stock and 19,928 shares of newly authorized Series T Contingent Convertible Perpetual Non-Cumulative Preferred Stock to the TPG Investors and 175,500,000 shares of common stock and 36,642 shares of newly authorized Series S Contingent Convertible Perpetual Non-Cumulative Preferred Stock to the Institutional Investors, other than the TPG Investors, at \$8.75 per share. Both series of preferred stock were convertible into common stock of WMI and were subsequently converted into WMI common stock prior to the Petition Date. Upon conversion, the TPG Investors received 227.5 million shares of WMI common stock; the other Institutional Investors received 418.8 million shares of WMI common stock.

In mid-2008, WMB struggled to retain its retail deposit base and attract new deposits. During this time, Moody's Investor Service, Standard & Poor's and Fitch Ratings downgraded the credit ratings assigned to the unsecured, long-term indebtedness of each of WMI and WMB, feeding the speculation that began to circulate in the market that WMI's and WMB's operations and capital positions were unstable. As a result, WMB experienced significant deposit withdrawals of more than \$16.7 billion, amounting to more than \$2 billion per banking business day, in the ten days immediately prior to the Receivership.

In the midst of these downgrades, the OTS lowered WMB's supervisory rating of overall condition—commonly referred to as a CAMELS⁵⁰ rating—rendering WMB ineligible to receive primary

⁵⁰ The components of a bank's condition that factor into its CAMELS rating include: (C) Capital Adequacy; (A) Asset Quality; (M) Management; (E) Earnings; (L) Liquidity; and (S) Sensitivity to market risk (since 1997).

credit from the Federal Reserve Bank's Discount Window. WMB was, however, able to receive secondary credit from the Discount Window of the Federal Reserve Bank of San Francisco after it had lost its primary Creditor status, and was able to maintain borrowings up to the time of its seizure by the FDIC upon modified and more restricted borrowing terms.

During this ongoing process, WMI endeavored to pursue a merger or sale transaction with another financial institution and considered other strategic alternatives intended to increase WMI's capital and liquidity levels. On September 25, 2008, while WMI was pursuing these alternatives, the OTS appointed the FDIC as receiver for WMB and advised that the receiver was immediately taking possession of WMB's assets. The receiver sold substantially all assets of WMB to JPMC pursuant to the Purchase and Assumption Agreement dated the same day. On the day following the Bank Receivership, the Debtors filed these chapter 11 cases to preserve their assets and maximize the value of their estates for the benefit of their Creditors.

B. The Chapter 11 Cases

1. Certain Administrative Matters

a. "First-Day" Orders

Due to the limited nature of WMI's operations, few first-day motions were filed on the Petition Date. The Bankruptcy Court did, however, enter orders authorizing, among other things, (i) the joint administration of the Debtors' chapter 11 cases; (ii) an extension of time to file the Debtors' schedules of assets and liabilities and statements of financial affairs; (iii) the waiver of the requirement to file a list of Creditors; and (iv) maintenance by the Debtors of their existing bank accounts and business forms.

b. Appointment of the Creditors' Committee

Section 1102 of the Bankruptcy Code requires that as soon as practicable after the commencement of a chapter 11 case, the United States Trustee shall appoint an official committee of unsecured Creditors. On October 15, 2008, the U.S. Trustee appointed the following members to form the Creditors' Committee: The Bank of New York Mellon Trust Company, N.A., Law Debenture Trust Company of New York, Wells Fargo Bank, N.A., and Wilmington Trust Company.⁵¹

The Creditors' Committee retained Pepper Hamilton LLP and Akin Gump Strauss Hauer & Feld LLP as co-counsel. The Creditors' Committee also retained FTI Consulting, Inc. as its financial advisors.

c. Appointment of the Equity Committee

On January 11, 2010, the U.S. Trustee formed the Equity Committee. Immediately thereafter, the Debtors filed a motion to disband the Equity Committee, which motion was denied by the Bankruptcy Court by order, dated February 17, 2010. As of the date hereof, the Equity Committee is comprised of three members. The Equity Committee originally retained Venable LLP and Benesch, Friedlander, Coplan & Aronoff LLP ("Benesch") as its counsel. The Equity Committee also retained Peter J. Solomon Company as its financial advisor. On March 4, 2010, Benesch withdrew as Delaware counsel to the Equity Committee. The Bankruptcy Court entered an order authorizing the retention of

⁵¹ Verizon Services Corp. was originally appointed to, but is no longer a member of, the Creditors' Committee.

Ashby & Geddes, P.A. as Delaware counsel to the Equity Committee on April 8, 2010. The Equity Committee also retained Susman Godfrey LLP as its lead counsel, replacing Venable LLP. Pursuant to an order, dated May 24, 2011, the Equity Committee retained Sullivan Hazeltine Allinson LLC as Delaware special conflicts counsel. In addition, on May 16, 2011, the Equity Committee filed an application to retain BDO USA, LLP (“BDO”) as tax advisor to the Equity Committee, which application the Bankruptcy Court approved, by order, dated June 6, 2011. Pursuant to an order dated July 12, 2011, the Equity Committee also retained Schwabe, Williamson & Wyatt as corporate and securities counsel.

d. Retention of Professionals

On October 30, 2008 and November 6, 2009, the Bankruptcy Court authorized the Debtors to retain Richards, Layton & Finger, P.A. and Weil, Gotshal & Manges LLP as their attorneys, effective as of the Petition Date. The Bankruptcy Court also authorized the Debtors to employ and retain, among others, the following firms: (a) Davis Wright Tremaine LLP, as special counsel; (b) Elliott Greenleaf, as special litigation counsel and conflicts counsel; (c) Gibson, Dunn & Crutcher LLP, as special tax counsel; (d) John W. Wolfe, P.S., as special counsel; (e) Miller & Chevalier Chartered, as special tax counsel; (f) Bingham McCutchen LLP, as successor in interest to McKee Nelson LLP, as special tax counsel; (g) Perkins Coie LLP, as special counsel; (h) Quinn Emanuel Urquhart & Sullivan, LLP, as special litigation counsel and conflicts counsel; (i) Shearman & Sterling LLP, as special tax counsel; (j) Silverstein & Pomerantz LLP, as special tax counsel; (k) Simpson, Thacher & Bartlett LLP, as special counsel, and (l) Klee, Tuchin, Bogdanoff & Stern LLP as special litigation counsel.

The Bankruptcy Court has also authorized the Debtors to employ and retain (a) Alvarez & Marsal North America, LLC, as restructuring advisors to the Debtors; (b) CP Energy Group, LLC, as investment banker; (c) Domain Assets, LLC d.b.a. Consor Intellectual Asset Management, as intellectual property consultants; (d) Grant Thornton LLP, as tax advisors; (e) Kurtzman Carson Consultants LLC, as Claims and noticing agent; (f) PricewaterhouseCoopers LLP, as special accountants; (g) Blackstone, as financial advisor; (h) Ernst & Young LLP as accounting, tax and reporting service provider; and (i) Valuation Research Corporation, as valuation service provider for certain of the Debtors’ assets.

In addition, the Bankruptcy Court authorized the Debtors to employ professionals utilized in the ordinary course of business, including Arnold & Porter LLP, as litigation counsel; Corporate Counsel Solutions PLLC, to provide information technology and other general contract related legal services; Goodwin Procter LLP, as litigation counsel; Milliman USA, Inc., as reinsurance advisor; The Law Firm of David H. Zielke, PS, as structured finance advisor; Howard IP Law Group, PC, as legal specialist in patent matters; the public relations services of Joele Frank, Wilkinson Brimmer Katcher; Bass, Berry & Sims PLC, as Tennessee tax counsel; Budsberg Law Group, PLLC, as Washington state counsel; and Jenner & Block LLP, as counsel with respect to director and officer insurance issues.

e. Schedules/Bar Date

On December 19, 2008, the Debtors filed with the Bankruptcy Court their schedules of assets and liabilities (the “Schedules”) and statements of financial affairs (the “SOFAs”). On January 27, 2009 and February 24, 2009, WMI filed with the Bankruptcy Court its first and second, respectively, amended Schedules. On January 14, 2010, WMI filed with the Bankruptcy Court further amendments to its SOFAs. By order, dated January 30, 2009, the Bankruptcy Court established March 31, 2009 as the deadline for filing proofs of Claim against the Debtors. Over 4,050 proofs of Claim have been filed against the Debtors in these chapter 11 cases.

In the January Opinion, the Bankruptcy Court found that, pursuant to sections 726(a) and 1129 of the Bankruptcy Code, the Debtors must satisfy Late-Filed Claims prior to paying Postpetition

Interest Claims. Accordingly, the Debtors created Class 12A for Late-Filed Claims (*i.e.*, a Claim against any of the Debtors or the Debtors' estates, (i) proof of which was filed subsequent to March 31, 2009, but prior to the commencement of the hearing on confirmation of the Seventh Amended Plan, and that does not merely amend or supersede any Claim that was filed prior to such date, and (ii) which has not been listed by such Debtor in its Schedules⁵² as liquidated in amount and not disputed or contingent). Treatment of Late-Filed Claims pursuant to the Seventh Amended Plan is described in greater detail in Section VI.B.13 of this Disclosure Statement.

f. Vendor Stipulation/Executory Contracts and Unexpired Leases

Section 365 of the Bankruptcy Code grants a debtor the power, subject to the approval of the Bankruptcy Court, to assume or reject executory contracts and unexpired leases. If an executory contract or unexpired lease is rejected, the counterparty to the agreement may file a Claim for damages incurred by reason of the rejection. Such Claim is a general unsecured Claim against a debtor's estate.

Prior to the Petition Date, WMI was party to numerous contracts, many of which were for the benefit of WMB. As a result of the FDIC's seizure of WMB's assets, WMI determined that many of these contracts were no longer needed. However, to assist JPMC with the integration of WMB's business and to mitigate potential administrative Claim exposure against the Debtors' estates, the Debtors and JPMC entered into a stipulation regarding certain vendor contracts (the "Vendor Stipulation"), which was approved by the Bankruptcy Court by order dated October 16, 2008. Pursuant to the Vendor Stipulation, the Debtors and JPMC agreed that, among other things, (i) JPMC was authorized to negotiate new agreements with WMI's vendors, (ii) JPMC would pay such vendors for goods and services provided after the Petition Date, and (iii) the Debtors would cooperate with JPMC to ensure continued performance by the vendors. In addition, JPMC is required to give WMI notice twenty (20) days prior to the date it no longer wishes to avail itself of the benefits of certain vendor contracts, after which JPMC is relieved of the related liability. In most instances, upon the Debtors' receipt of such notice from JPMC, the identified contracts were rejected. Pursuant to the Global Settlement Agreement, on the effective date thereof, the Vendor Stipulation will be terminated and deemed of no further force and effect.

On March 25, 2009, the Bankruptcy Court entered an order establishing procedures for the rejection of executory contracts and unexpired leases. The approved procedures permit the Debtors to reject an executory contract on 10 days notice, without the additional expense to the Debtors' estates and the attendant delay that would result if the Debtors were required to proceed by separate motion and hearing for every executory contract and unexpired lease they determined to reject. Pursuant to these procedures, the Debtors have rejected numerous unnecessary and economically burdensome contracts.

In addition, to date, outside of the context of the Vendor Stipulation and contracts assigned in conjunction with a sale or settlement, by order dated February 16, 2009, the Bankruptcy Court authorized the Debtors to (i) assume one unexpired lease of nonresidential real property and (ii) assume and assign to JPMC two unexpired leases of nonresidential real property.

2. Litigation with the FDIC and JPMC

The following is a general overview of the litigation between the Debtors, JPMC and the FDIC that is resolved pursuant to the Global Settlement Agreement. Pursuant to the Global Settlement Agreement, and to the extent and on the terms set forth therein, the parties have agreed to release each

⁵² The Debtors filed Schedules on December 19, 2008, which were amended pursuant to filings dated January 27, 2009 and February 24, 2009 [Docket Nos. 475, 477, 619, and 709].

other of the claims described below. As stated, the Bankruptcy Court has approved the Global Settlement Agreement, but the effectiveness of that agreement remains conditioned on, among other things, confirmation and consummation of a plan of reorganization premised upon that agreement.

a. The D.C. Action

On December 30, 2008, the Debtors, on their own behalf, and on behalf of each of WMI's direct and indirect non-banking subsidiaries filed a proof of claim against the FDIC Receiver in connection with WMB's receivership, asserting claims on behalf of the Debtors' chapter 11 estates (the "Debtors' claims"). The Debtors' proof of claim requested, among other things, compensation for the Debtors' Equity Interest in WMB, recognition of ownership interests in WMI's assets claimed by the FDIC, allowance of a protective claim for payment of the Debtors' deposits, payments of amounts owed to WMI by WMB and the avoidance of certain transfers made by WMI to WMB as a preference or fraudulent transfer, which were transferred or claimed by the FDIC and/or JPMC, and for other money owed by WMB. By letter, dated January 23, 2009, the FDIC notified the Debtors that the FDIC had disallowed the Debtors' proof of claim in its entirety. The FDIC's letter also notified the Debtors of their right pursuant to 12 U.S.C. § 1821(d)(6)(A) to challenge the disallowance of their Claim by commencing a lawsuit within sixty (60) days of the notice of disallowance.

Consistent therewith, on March 20, 2009, the Debtors initiated the D.C. Action by filing a complaint in the D.C. District Court (Case No. 09-cv-00533 (RMC)), as required pursuant to 12 U.S.C. § 1821, against the FDIC Receiver and FDIC Corporate. In addition to appealing the disallowance of their proof of claim, the Debtors' complaint alleged, among other things, that the FDIC sold WMB's assets for less than they were worth, and as a result, the FDIC breached its statutory duty under the Federal Deposit Insurance Act to maximize the net present value of WMB's assets. The Debtors' complaint further alleged that the FDIC's failure to compensate the Debtors for what they would have received in a straight liquidation constitutes (i) a taking of the Debtors' property without just compensation in violation of the Fifth Amendment of the U.S. Constitution and (ii) a conversion of the Debtors' property in violation of the Federal Tort Claims Act.

By motions, dated June 11, 2009 and June 15, 2009, the FDIC Receiver and FDIC Corporate, respectively, filed motions to dismiss the D.C. Action, which motions were opposed by the Debtors. Contemporaneously with their motions to dismiss, the FDIC filed an answer to the Debtors' complaint, as amended, and counterclaims against the Debtors. The Debtors opposed the FDIC's motions to dismiss and thereafter, by motion dated July 27, 2009, moved to dismiss the amended counterclaims asserted by the FDIC and to stay the remainder of the D.C. Action, in its entirety, in favor of the pending adversary proceedings in the Bankruptcy Court (the "Debtors' Motion to Stay/Dismiss"). The FDIC and JPMC both opposed the Debtors' Motion to Stay/Dismiss. On January 7, 2010, the D.C. District Court granted the Debtors' Motion to Stay/Dismiss in part and denied all the pending motions to dismiss. Accordingly, the D.C. Action was stayed in its entirety pending outcome of the adversary proceedings pending in the Bankruptcy Court.

JPMC and certain WMB Notes Holders were permitted to intervene in the D.C. Action. The Creditors' Committee also filed a motion to intervene which was opposed by the FDIC, JPMC and the WMB Notes Holders. The Bankruptcy Court did not rule on the Creditors' Committee's proposed intervention.

b. *The Adversary Proceedings*

As described above, during the course of the chapter 11 cases, the Debtors have engaged in extensive litigation with JPMC. All such litigation relates to or arises from JPMC's purchase of WMB's assets.

(i) *The JPMC Adversary Proceeding*

On March 24, 2009, JPMC commenced the JPMC Adversary Proceeding against the Debtors and the FDIC, styled *JPMorgan Chase Bank, N.A. v. Washington Mutual, Inc., et al.*, Adversary Pro. No. 09-50551(MFW) (the "JPMC Adversary Proceeding"), in the Bankruptcy Court seeking a declaratory judgment with respect to the ownership of certain disputed assets. Those assets and interests include, among others, the Trust Preferred Securities, the right to the Tax Refunds, the Disputed Accounts, certain judgment awards arising from the Goodwill Litigation (as described below), assets of the trusts supporting deferred compensation arrangements covering current and former employees of WMB, equity interests in Visa Inc., certain intellectual property and certain contractual rights.

On May 29, 2009, the Debtors filed an answer to JPMC's complaint and asserted various counterclaims against JPMC claiming ownership rights over disputed assets and seeking avoidance of certain prepetition transfers of assets to WMB and, subsequently to JPMC. JPMC moved to dismiss the counterclaims asserted by the Debtors against JPMC, which motion was opposed by the Debtors, and denied by the Bankruptcy Court by order dated September 14, 2009. On September 18, 2009, JPMC sought leave to appeal the Bankruptcy Court's ruling, which was opposed by the Debtors. JPMC filed an answer to the Debtors' counterclaims on September 21, 2009.

The Debtors estimated that certain of their claims and the claims asserted against them in the JPMC Adversary Proceeding could take at least one year, and as much as four years, to fully litigate, depending upon the circumstances and whether the parties to the litigation pursued any appeals.

(ii) *Turnover Action*

On April 27, 2009, the Debtors commenced the Turnover Action against JPMC, styled *Washington Mutual, Inc. et al. v. JPMorgan Chase Bank, N.A.*, Adversary Pro. No. 09-50934(MFW) (the "Turnover Action"), in the Bankruptcy Court to recover approximately \$4 billion that WMI and WMI Investment had on deposit at WMB and FSB (*i.e.*, the Disputed Accounts), including an Admin Account, which are now held by JPMC, after assuming all the deposit liabilities of WMB and FSB.

JPMC filed a motion to dismiss the Turnover Action, or, in the alternative to consolidate the Turnover Action with the JPMC Adversary Proceeding, which motion was opposed by the Debtors. The FDIC and JPMC also filed motions to stay the Turnover Action and the JPMC Adversary Proceeding, asserting that the Claims must be resolved by the D.C. District Court. At a hearing held before the Bankruptcy Court on June 24, 2009, both of JPMC's motions and the FDIC's motion were denied. Orders were entered to this effect on July 6, 2009. Both JPMC and the FDIC have sought leave to appeal the orders denying their motions to dismiss or stay the JPMC Adversary Proceeding and the Turnover Action, which were opposed by the Debtors. JPMC filed counterclaims, as amended, in the Turnover Action on or about August 10, 2009. The Debtors moved to dismiss those counterclaims, which motion is still pending.

By order dated August 28, 2009, the Bankruptcy Court permitted the WMB Notes Holders to intervene in the JPMC Adversary Proceeding and the Turnover Action.

The parties completed briefing on the Debtors' motion for summary judgment in the Turnover Action, which motion and the oppositions thereto—filed by the FDIC Receiver, JPMC, and the WMB Notes Holders—were considered at a hearing before the Bankruptcy Court on October 22, 2009. Prior to its approval of the Global Settlement Agreement, the Bankruptcy Court's decision with respect to the Debtors' summary judgment motion remained *sub judice*, although the Bankruptcy Court indicated that it was prepared to rule.

c. FDIC Motion for Relief from Stay

On November 4, 2009, the FDIC Receiver filed a motion for relief from the automatic stay to permit the FDIC Receiver to exercise its purported contractual right under the Purchase and Assumption Agreement to direct JPMC to return the Deposits to the FDIC Receiver. The Debtors opposed such relief.

d. The Texas Litigation and the Debtors' 2004 Examination Requests

On or about February 16, 2009, various insurance company plaintiffs, including American National Insurance Company, filed suit in the 122nd District Court of Galveston County, Texas, in the case captioned *American Nat'l Ins. Co., et al. v. JPMC Chase & Co., et al.* (Case No. 09-CV-0199) (the "Texas Litigation"). In their complaint, the plaintiffs asserted various causes of action against JPMC in connection with its acquisition of WMB's assets. Specifically, the plaintiffs asserted that there was a premeditated plan by JPMC designed to damage WMB and FSB, and thereby enable JPMC to acquire WMI's banking operations at a "fire sale" price. The causes of action asserted by the plaintiffs include various theories of business tort and tortious interference. JPMC has disputed and contested these allegations. Subsequent to the filing of the Texas Litigation, JPMC and the FDIC Receiver, an intervening defendant, removed the action to the United States District Court for the Southern District of Texas (Case No. 09-00044). Upon the motion of the FDIC Receiver, by order, dated September 9, 2009, the United States District Court for the Southern District of Texas then transferred the Texas Litigation to the D.C. District Court (Case No. 09-cv-01743 (RMC)). On April 13, 2010, the D.C. District Court entered an order granting motions to dismiss filed by JPMC and the FDIC Receiver, and stating that (i) the FDIC Receiver was a necessary party to that lawsuit but that (ii) the plaintiffs failed to pursue their Claims against the FDIC Receiver administratively through the exclusive receivership Claims process, such that the plaintiffs' Claims were barred by the Financial Institutions Reform, Recovery and Enforcement Act ("FIRREA"). On May 10, 2010, the plaintiffs filed a motion to alter or amend the April 13, 2010 judgment and requested leave to file an amended complaint. On June 4, 2010, each of the FDIC and JPMC filed oppositions to plaintiffs' motion and, on July 19, 2010, the D.C. District Court entered an order denying plaintiffs' motion, which order the plaintiffs have appealed.

In connection with the Texas Litigation, on May 1, 2009, the Debtors filed a motion (the "Rule 2004 Motion"), pursuant to Bankruptcy Rule 2004, seeking entry of an order directing the examination of JPMC. JPMC opposed the Rule 2004 Motion. By Opinion and Order, dated June 24, 2009, the Bankruptcy Court granted the Rule 2004 Motion. JPMC's subsequently-filed motion for reconsideration of this Court's Opinion and Order was denied. Thereafter, JPMC began producing documents to the Debtors for their review.

As a result of the review of certain of the documents produced by JPMC, the Debtors determined that additional fact investigation was necessary. On December 14, 2009, the Debtors filed a motion, pursuant to Bankruptcy Rule 2004, seeking court authority to conduct additional examinations of witnesses and request the production of documents from various third-parties (the "Third Party 2004 Motion"), including, among others, the FDIC, the OTS, the U.S. Department of the Treasury, and former U.S. Treasury secretary Henry M. Paulson, Jr. The Third Party 2004 Motion was denied by the

Bankruptcy Court. Certain third parties, however, agreed to provide documents responsive to the Debtors' requests on a consensual basis.

3. The Global Settlement Agreement

a. Overview

As noted above, the Seventh Amended Plan incorporates, and is expressly conditioned upon the effectiveness of, the Global Settlement Agreement, which the Bankruptcy Court approved in both the January Opinion and the September Opinion, and which proposes to compromise and settle certain significant issues in dispute among the parties thereto.

Pursuant to the terms of the Global Settlement Agreement, the Debtors, JPMC, the FDIC Receiver, FDIC Corporate, and the Creditors' Committee have agreed to compromise, settle and release, as to the parties thereto, certain disputes among such parties including, but not limited to the disputes at issue in (i) the D.C. Action, (ii) the JPMC Adversary Proceeding, (iii) the Turnover Action, (iv) the Rule 2004 Motion, (v) the proof of claim filed by the Debtors and each of WMI's direct and indirect non-banking subsidiaries with the FDIC Receiver, (vi) the proofs of Claim filed in these Chapter 11 Cases by JPMC and the FDIC Receiver, (vii) the transfer of the Trust Preferred Securities and the consequent issuance of the REIT Series, and (viii) certain other disputed assets and liabilities. The Global Settlement Agreement is incorporated into this Disclosure Statement by reference as if fully set forth herein.

b. Certain Terms of the Global Settlement Agreement

(i) Treatment of the 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 the Seventh Amended Plan, the JPMC Entities (as defined in the Global Settlement Agreement), the FDIC Receiver and FDIC Corporate will (i) waive any and all Claims, rights and liabilities with respect to the funds, in excess of \$4 billion, in the Disputed Accounts, and (ii) take such actions, if any, as may be reasonably requested by WMI, including, without limitation, filing with the Bankruptcy Court such notices or pleadings setting forth the waiver of any and all interests in the Disputed Accounts. The FDIC Receiver and FDIC Corporate will waive and release any and all interest in and any and all rights to seize or set off against 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 motion filed by the FDIC Receiver seeking relief from the automatic stay imposed by section 362 of the Bankruptcy Code to permit the FDIC Receiver to exercise its purported contractual right, pursuant to the Purchase and Assumption Agreement, to direct JPMC to transfer the funds on deposit in the Disputed Accounts to the FDIC Receiver (the "FDIC Stay Relief Motion"). JPMC will pay to WMI or such other of the WMI Entities (as defined in the Global Settlement Agreement) as WMI will designate, the amounts contained in the Disputed 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 of the Global Settlement Agreement attributable to refunds of taxes deposited in the Disputed 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, will (i) release any security interest in or lien upon that certain administrative account, having a balance, as of the Petition Date, in the approximate amount of \$52.6 million (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.

(ii) Allocation of the Tax Refunds

WMI believes that, in total, the Tax Group is entitled to federal and state Tax Refunds, net of tax payments estimated to be owed to taxing authorities, of approximately \$5.5 to \$5.8 billion in taxes in the aggregate, including interest through a projected future date of receipt. Over 90% of this amount reflects the federal income tax refunds already received, with certain unrelated federal tax refund litigation still pending.⁵³ On August 27, 2010, the Bankruptcy Court approved a Stipulation Regarding Establishment of Segregated Account for Tax-Related Payments, among the Debtors, the FDIC Receiver and JPMC [D.I. 5365], pursuant to which the parties agreed to a protocol for the deposit and retention of the Tax Refunds, as they are received, in a segregated interest bearing account, pending approval and consummation of the Global Settlement Agreement. This account has been established and all Tax Refunds received since the execution of the Global Settlement Agreement have been deposited therein. This includes federal Tax Refunds (approximately \$5.278 billion in amount),⁵⁴ and state Tax Refunds totaling approximately \$4.3 million.

Allocation of the Tax Refunds. The ownership of the Tax Refunds is in dispute. Pursuant to the Global Settlement Agreement, the parties thereto have agreed to share the Tax Refunds as follows:

The First Portion. The amount of net Tax Refunds (including state and local income taxes) that are received, and would have been receivable absent the Worker, Homeownership, and Business Assistance Act of 2009's extension of the federal net operating loss ("NOL") carryback period (the "First Portion") will be allocated as follows: 20% of such refunds allocated to the Debtors and the remaining 80% of such refunds to JPMC. The Debtors currently estimate that the First Portion of the Tax Refunds will be approximately \$2.7 to \$3.0 billion in the aggregate, approximately \$540 to \$600 million of which will be allocated to the Debtors' estates.

The Second Portion. Any additional net Tax Refunds, attributable to the Worker, Homeownership, and Business Assistance Act of 2009, will be allocated as follows: 69.643% of such refunds will be allocated to WMI and 30.357% of such refunds will be allocated to the FDIC Receiver.

⁵³ Certain of the pending federal tax refund litigations relate to claimed deductions for the amortization and abandonment of certain assets in certain tax years of a predecessor company in the time period 1991 through 1998. These assets were acquired by the predecessor company in exchange for its acquisition of certain failed institutions in the early 1980's. The first of these refund claims was filed in the U.S. District Court of Western Washington at Seattle ("District Court"). In this case, the Debtors and the Government each filed a Motion for Summary Judgment seeking a determination as to whether the Tax Group was entitled to a tax basis in the specified assets. The District Court ruled in favor of the Government. *Washington Mutual, Inc. v. United States*, No. C06-1550-JCC (W.D. Wash. August 12, 2008). The Debtors appealed this decision to the U.S. Court of Appeals for the Ninth Circuit ("Ninth Circuit"), which reversed the decision of the District Court. *Washington Mutual, Inc. v. U.S.*, 636 F.3d 1207 (9th Cir. March 3, 2011). The Ninth Circuit remanded the case to the District Court to determine the amount of tax basis and the corresponding amount of tax refunds. The government did not appeal the Ninth Circuit decision to the United States Supreme Court. A trial to determine the amount of tax basis and refund is scheduled to commence on March 26, 2012 in the District Court.

⁵⁴ The Debtors estimate that, in the aggregate, another \$200 million to \$500 million of net Tax Refunds could be recovered through ongoing tax litigation and negotiation. Because such refunds are part of the First Portion (as defined below), WMI's portion of these refunds would be 20% of the total received.

As described more fully in Sections III.B.6.b and V.B.5.g(i) hereof, pursuant to the terms of the Seventh Amended Plan, a certain portion of WMI's share of such refunds will be distributed to certain holders of WMB Senior Notes, in the aggregate amount of Three Hundred Thirty-Five Million Dollars (\$335 million). The Debtors have received the Second Portion of the Tax Refunds in the amount of \$2.779 billion, approximately \$1.94 billion of which would be allocated to the Debtors' estates, including any distribution that may be payable to holders of WMB Senior Notes.

Per the Global Settlement Agreement, the Debtors currently estimate that their share of the total estimated Tax Refunds will be approximately \$2.17 billion, after the distribution that may be payable to holders of WMB Senior Notes.

(iii) Transfer of Assets to JPMC

Pursuant to the Global Settlement Agreement, WMI, WMI Investment, Ahmanson Obligation Company, H.S. Loan Corporation, WAMU 1031 Exchange, WMMRC, WM Citation Holdings, LLC, WMI Rainier LLC and Washington Mutual Capital Trust 2001 (collectively, the "WMI Entities"), the FDIC Receiver and the Receivership, will sell, transfer, and assign (or cause to be sold, transferred or assigned) to the JPMC Entities, and the JPMC Entities will acquire, pursuant to the Seventh Amended Plan and sections 363 and 365 of the Bankruptcy Code, free and clear of all liens, Claims and encumbrances, or otherwise waive and relinquish any and all right, title and interest any of the WMI Entities, the FDIC Receiver and the Receivership may have in the following assets, each of which is described in detail herein: (i) the Trust Preferred Securities, (ii) the Washington Mutual, Inc. Flexible Benefits Plan (the "Medical Plan") and any checks made out to or received by WMI or otherwise for the benefit of the Medical Plan including pharmacy rebates in connection with contracts associated with the Medical Plan which includes uncashed checks in an amount equal to the pharmacy rebates received by the WMI Entities from and after the Petition Date currently estimated to be approximately \$776,000, (iii) those certain JPMC Rabbi Trusts, set forth in the Global Settlement Agreement and the Seventh Amended Plan, and certain JPMC Policies (i.e., BOLI/COLI policies and the proceeds thereof), as identified in the Global Settlement Agreement and as defined in the Seventh Amended Plan, (iv) the two defined benefit plans sponsored by WMI, the WaMu Pension Plan (the "WaMu Pension Plan") and the Retirement Income Plan for the Salaried Employees of Lakeview Savings Bank (the "Lakeview Pension Plan" and, together, the "Pension Plans") and all of WMI's interest in the assets contained in any Pension Plan-related trusts or assets that are 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 proceeds of litigation commenced by Anchor Savings Bank FSB, described herein, (vi) the Visa Shares and the VISA Strategic Agreement (as defined in the Global Settlement Agreement), (vii) certain intellectual property identified in the Global Settlement Agreement and as described below, (viii) WMI Investment's indirect membership interest in a portfolio holding company, JPMC Wind Investment Portfolio LLC, which owns an Equity Interest in certain wind investment projects, discussed below, (ix) certain bonds issued by certain insurance or bonding companies on behalf of WMB and FSB, pursuant to that certain general agreement of indemnity, dated as of June 14, 1999, executed and delivered by WMI, and (x) certain Tax Refunds (as discussed herein and as set forth in Section 2.4 of the Global Settlement Agreement), in each case, free and clear of all liens, Claims, interests and encumbrances, except for any Claim that is an Allowed JPMC Assumed Liability.

(iv) Transfer of Assets to the Debtors

The Global Settlement Agreement provides that the JPMC Entities will sell, transfer, and assign to the WMI Entities, and the WMI Entities will acquire, pursuant to the Seventh Amended 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 (i) certain rabbi trusts and certain BOLI-COLI policies and the proceeds thereof,

identified in the Global Settlement Agreement, (ii) the stock of H.S. Loan Corporation, 98.67% of which is owned by WMI and 1.33% of which is owned by WMB, (iii) the WMI Intellectual Property (as defined in the Global Settlement Agreement), and (iv) WMI's portion of the Tax Refunds, as set forth herein and in Section 2.4 of the Global Settlement Agreement, in each case, free and clear of all liens, claims, interests and encumbrances of any entity.

(v) 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 the Seventh Amended Plan, the parties have agreed that (i) JPMC will pay WMI \$25 million for WMI's 3.147 million Class B shares of Visa Inc., WMI will retain all dividends with respect thereto received prior to the effective date of the Global Settlement Agreement, and JPMC will assume liabilities of the WMI Entities relating to that certain "Interchange" litigation (described in Section V.B.6.i below), as set forth in the Global Settlement Agreement; (ii) JPMC will (a) assume all obligations of WMB, WMB's subsidiaries or JPMC to subsidiaries of WMI pursuant to certain intercompany notes, resulting in a net amount of approximately \$180 million of principal and interest which will be paid by JPMC to WMI, (b) JPMC, the FDIC Receiver and WMI will waive all remaining intercompany claims, resulting in a net amount of approximately \$9 million of WMI receivables that WMI has agreed to waive, and (c) each of JPMC and the FDIC Receiver will waive their Claims against WMI, which total approximately \$274 million, regarding certain disputed liabilities related to the funding of the WaMu Pension Plan; (iii) JPMC will cause its affiliates to continue providing loan servicing with respect to certain mortgage loans owned by the Debtors or their affiliates and the remittal of checks and payments received in connection therewith; (iv) JPMC will (a) assume any and all liabilities and obligations of the WMI Entities for remediation or clean-up costs and expenses, in excess of applicable and available insurance, arising from or relating to that certain litigation styled *California Dept. 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 (the "BKK Litigation"), and certain agreements related thereto (the "BKK Liabilities"), (b) pay or fund the payment of BKK Liabilities to the extent such liabilities are not covered by applicable insurance policies, (c) defend the Debtors against and reimburse the Debtors for any distribution which the Debtors become obligated to make on account of remediation or clean-up costs and expenses not otherwise covered by the BKK-Related Policies (as defined in the Global Settlement Agreement) and/or reimbursed by the BKK-Related Carriers (as defined in the Global Settlement Agreement), and (d) indemnify (subject to certain limitations with respect to WMI Rainier LLC) the WMI Entities for the BKK Liabilities to the extent that such liabilities are not covered by applicable insurance policies; provided, however, that nothing in the Seventh Amended Plan or 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; (v) JPMC will assume the JPMC Assumed Liabilities (as defined the Seventh Amended Plan), namely certain liabilities in connection with the assets it receives pursuant to the Global Settlement Agreement and, on or after the Effective Date of the Seventh Amended Plan, JPMC will pay or fund the payment of certain Allowed Claims arising from or relating to such liabilities (defined as Allowed JPMC Assumed Liability Claims in the Seventh Amended Plan); (vi) the JPMC Entities, the FDIC Receiver and FDIC Corporate (as applicable) will be deemed to have waived and released any and all rights and claims relating to any claims or causes of action associated with the American Savings Litigation, including rights and claims to the Registry Funds and the American Savings Escrow (discussed below); (vii) JPMC has agreed to (a) pay or otherwise satisfy any proofs of claim filed against the Debtors 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 between WMB and/or one or more of 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), (b) pay to WMI \$50 million, which funds will be deposited into an escrow account to be used by the Debtors for the satisfaction of Claims 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 its subsidiaries 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 (the "Vendor Escrow"), and (c) to the extent that any funds remain in 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, such excess funds will be distributed equally to WMI and JPMC. The Debtors reviewed all WMI Vendor Claims and estimate that the aggregate amount of all WMI Vendor Claims will be less than \$50 million.

(vi) JPMC Claims

The JPMC Entities filed over 40 proofs of claim against the Debtors' chapter 11 estates. In large part, JPMC's proofs of claim are filed in unliquidated amounts. The JPMC Allowed Unsecured Claim will be deemed an Allowed Claim against WMI and will be classified with and treated in the same manner as other Allowed General Unsecured Claims under the Seventh Amended Plan, including, without limitation, with respect to distributions pursuant to the Seventh Amended Plan; provided, however, that, in partial consideration for the releases and other benefits provided to JPMC pursuant to the Seventh Amended Plan and the Global Settlement Agreement, JPMC will waive any distribution JPMC otherwise would be entitled to receive on account of the JPMC Allowed Unsecured Claim.

(vii) Additional Consideration to the FDIC

Except as provided above in connection with the allocation of the second portion of the federal income tax refunds attributable to the Worker, Homeownership, and Business Assistance Act of 2009 and as set forth in Section 2.4 of the Global Settlement Agreement and the Seventh Amended Plan, the FDIC Receiver will not be entitled to receive distributions on account of its proof of claim filed against the Debtors (previously defined as the "FDIC Claim") or otherwise. In further consideration for the satisfaction, settlement, release and discharge of, and in exchange for, the FDIC Claim, the FDIC Receiver, FDIC Corporate and the Receivership will receive the releases set forth in the Global Settlement Agreement and the Seventh Amended Plan.

(viii) JPMC Settlement with the Releasing REIT Trust Holders

Pursuant to the Global Settlement Agreement and in consideration for certain releases by Releasing REIT Trust Holders described in the next paragraph, JPMC will pay, or transfer to the Disbursing Agent for payment to each Releasing REIT Trust Holder cash in an amount equal to \$12,500.00 (calculated by dividing \$50 million by the number of issued and outstanding shares of REIT Series) times the number of shares of REIT Series held by such Releasing REIT Trust Holder on the on the voting record date for the Sixth Amended Plan⁵⁵; 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

⁵⁵ Each Releasing REIT Trust Holder shall receive from JPMC, or from the Disbursing Agent on behalf of JPMC, \$12,500.00 in cash or stock for every One Million Dollars (\$1,000,000.00) in principal amount outstanding of Trust Preferred Securities related to the REIT Series shares they hold on the voting record date for the Sixth Amended Plan.

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.

The Seventh Amended Plan defines a “Releasing REIT Trust Holder” as 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 Seventh Amended Plan, votes to accept the Seventh Amended Plan and grants the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended 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 Seventh Amended Plan, does not otherwise interpose an objection to confirmation of the Seventh Amended 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 (such releases, the “REIT Releases”).

The Sixth Amended Plan provided that if the holders of REIT Series had voted to accept the Sixth Amended Plan, “Releasing REIT Trust Holder” would have been deemed to include each and every holder of the REIT Series and each such holder would have been deemed to have executed and delivered the release of Claims set forth in Section 2.24 of the Global Settlement Agreement (*i.e.*, the REIT Releases), and receive the requisite payment from JPMC. In connection with the solicitation of votes and elections with respect to the Sixth Amended Plan, however, the class of REIT Series voted to reject the Sixth Amended Plan. Accordingly, only REIT Series holders for which items (i) through (v) above apply will be (a) bound by the REIT Releases and (b) receive the payment from JPMC.

Pursuant to the solicitation of the Sixth Amended Plan, holders of REIT Series holding approximately twenty-five percent (25%) of the REIT Series shares elected to grant the REIT Releases and, thus, share in the JPMC distribution. The Debtors did not resolicit elections to grant the REIT Releases from holders of REIT Series in connection with the Debtors’ solicitation of the Modified Sixth Amended Plan and will not do so in connection with the Seventh Amended Plan. Nonetheless, as must all holders Claims and Equity Interests, holders of REIT Series must submit Non-Debtor Release Elections (as defined in Section XI.B.1.a hereof) to receive a distribution *from the Debtors*.

Accordingly, REIT Release elections submitted by holders of REIT Series in connection with the solicitation of votes and elections with respect to the *Sixth* Amended Plan will be the only elections honored for determining which holders are entitled to receive the above-described supplemental distribution from JPMC. Such elections will remain binding and effective on such holders, and such holders will be deemed “Releasing REIT Trust Holders” pursuant to the Seventh Amended Plan. Notwithstanding the foregoing, *all* holders of REIT Series, including those deemed “Releasing REIT Trust Holders,” must submit or resubmit, as the case may be, Non-Debtor Release Elections in connection with the solicitation of votes and elections on the *Seventh* Amended Plan to receive a distribution *from the Debtors*. **Any and all prior Non-Debtor Release Elections will be disregarded for this purpose with respect to the Seventh Amended Plan.**

(ix) JPMC Reservation of Rights

The Global Settlement Agreement described in this Disclosure Statement has been incorporated into and made part of the Seventh Amended Plan in order to resolve the outstanding substantive, procedural and jurisdictional disputes among the parties thereto. In the event this Disclosure

Statement is not approved in a form acceptable to JPMC, or the Global Settlement Agreement is not approved and the Seventh Amended Plan is not confirmed by the Bankruptcy Court, and either the Global Settlement Agreement or the Seventh Amended Plan does not become effective, JPMC has reserved all of its rights with respect to all the disputes among the parties, including, without limitation, the right to dispute any of the statements and characterizations contained in this Disclosure Statement. Without limiting the generality of the foregoing, JPMC has advised the Debtors that absent (i) approval of the Global Settlement Agreement, (ii) confirmation of the Seventh Amended Plan, and (iii) the occurrence of the Effective Date, JPMC (a) continues to object to the jurisdiction of the Bankruptcy Court to hear and determine Claims or matters relating to the Receivership, whether in the pending litigations or otherwise, and (b) reserves all rights to disagree with or otherwise dispute any of the facts or characterizations as set forth by the Debtors in this Disclosure Statement or otherwise.

4. The Appointment of the Examiner and the Examiner's Report

On April 26, 2010, the Equity Committee filed a motion [D.I. 3579] for the appointment of an examiner pursuant to section 1104(c) of the Bankruptcy Code (the "Examiner Motion") to investigate (i) the extent to which there are potential claims and causes of action held by the Debtors' estates against any person or entity, and the merit and value of those claims, arising from circumstances leading to the OTS's closure of WMB and appointment of the FDIC Receiver and the FDIC's sale of WMB's assets to JPMC, (ii) the extent to which there are potential claims and causes of action held by the Debtors' estates arising from breach of fiduciary duty or other legal duties by WMI's officers, directors, and employees, (iii) the disputes at issue in the Turnover Action, (iv) the existence and valuation of WMI tax attributes, principally its NOLs, and the meaning and impact of the Tax Sharing Agreement on the disputes, (v) the proper ownership, valuation and asset affiliation of the Trust Preferred Securities, (vi) the communications and negotiations that led to the Global Settlement Agreement, (vii) the Debtors' potential claims for fraudulent conveyance or for the recovery of preferential transfers, including those related to WMI's capital contributions to WMB, and (viii) the merits and valuation of any other claims of the Debtors that would be released pursuant to the Global Settlement Agreement and the nature and valuation of any other assets that would be transferred to JPMC pursuant or the FDIC Receiver pursuant thereto.

On May 4, 2010, the Debtors filed an objection [D.I. 3626] to the Examiner Motion and objections were also filed by JPMC, the Creditors' Committee and the WMI Noteholders Group. Responsive papers were also filed by the U.S. Trustee, the FDIC, and the WMB Notes Holders, among others [D.I. 3625, 3627, 3626, 3629, & 3633]. At a hearing, held on May 5, 2010, the Bankruptcy Court denied the Examiner Motion and entered an order to this effect [D.I. 3633]. The Equity Committee moved [D.I. 3929] for permission to appeal the Bankruptcy Court's decision directly to the United States Court of Appeals for the Third Circuit (the "Third Circuit"), which motion was opposed by the Debtors and the Creditors' Committee [D.I. 4386 & 4397]. On June 7, 2010, the Bankruptcy Court entered an order certifying the Equity Committee's appeal directly to the Third Circuit [D.I. 4639]. On July 7, 2010, the Equity Committee filed a petition with the Third Circuit requesting that the Third Circuit hear the appeal and, on July 19, 2010, the Debtors filed an opposition to such petition. Notwithstanding its pending appeal, on June 8, 2010, the Equity Committee filed a renewed motion for the appointment of an examiner pursuant to section 1104(c) of the Bankruptcy Code (the "Renewed Examiner Motion") [D.I. 4644]. The Debtors and other parties in interest filed objections to the Renewed Examiner Motion. [D.I. 4680, 4681, 4682, 4683, 4685, 4686, & 4728] Notwithstanding the Debtors' objection to the Renewed Examiner Motion, in the interest of cooperation and of providing guidance to the Bankruptcy Court and parties in interest with respect to their assessment of the Sixth Amended Plan and the Global Settlement Agreement, the Debtors consented to, and the Bankruptcy Court directed, the appointment of an examiner to investigate (i) the claims and assets that may be property of the Debtors' estates that are proposed to be conveyed, released or otherwise compromised and settled pursuant to the Global Settlement Agreement, and (ii) such other claims, assets and causes of action that will be retained by the Debtors and/or the

proceeds thereof, if any, distributed to Creditors and/or equity interest holders pursuant to the Sixth Amended Plan, and the claims and defenses of third parties thereto [D.I. 5120]. The U.S. Trustee chose, and the Bankruptcy Court approved of, Joshua R. Hochberg (the “Examiner”). Based upon the appointment of the Examiner, the pending appeal filed by the Equity Committee was dismissed.

Pursuant to the order directing his appointment, the Examiner investigated and prepared a report, filed on November 2, 2010 [D.I. 5735] and made publicly available by the Debtors on the same day at www.kccllc.net/wamu (with the exception of certain confidential information contained therein) [D.I. 5791], in which the Examiner concluded that the Global Settlement Agreement is fair, reasonable, and in the best interests of the Debtors’ estates. Certain of the Examiner’s findings are set forth below.

a. *Certain Claims and Assets Settled Pursuant to the Global Settlement Agreement*

With respect to the \$4 billion on deposit in the Disputed Accounts, the Debtors had made a substantial showing they were entitled to the entire Deposits. Nevertheless, the Examiner concluded that, even if the Debtors prevailed in recovering the Deposits, “there still is a maze of legal issues that remain to be litigated and that could prevent an expeditious recovery of the Deposits.” With respect to the disputed Tax Refunds, the Examiner concluded that “WMB has meritorious claims to all or most of these refunds” and “WMI ultimately will not be entitled to retain most of the refunds.” With respect to the Trust Preferred Securities, the Examiner concluded that (a) significant arguments supported the conclusion that the Trust Preferred Securities were automatically conveyed to WMI, (b) it was unlikely that WMI could avoid the prepetition down streaming of the Trust Preferred Securities to WMB by WMI, and (c) even if such transfer was avoided, there would be no material improvement for the estates’ other Creditors and equity interest holders, because such avoidance would lead to an equivalent corresponding claim. With respect to the BOLI/COLI Policies, the Examiner concluded that the vast majority of such policies belonged to WMB and were conveyed to JPMC when it purchased WMB’s assets. Finally, the Examiner concluded that potential avoidance and fraudulent conveyance actions, which could result in the return of as much as \$6.5 billion to the Debtors, would likely fail or would lead to an equivalent corresponding claims and, hence, be of no material benefit to the estates’ other Creditors and equity interest holders.

b. *Certain Potential Claims and Causes of Action Against Non-Debtors*

With respect to JPMC, the Examiner investigated potential claims that JPMC (a) breached contractual obligations to WMI, (b) tortiously interfered with WMI’s or WMB’s business, and (c) conspired with others in violation of antitrust laws. The Examiner “did not uncover facts likely to support viable claims against JPMC that would generate significant benefits for the Debtors” and concluded that “it would be difficult to establish that JPMC’s actions caused the demise of WMB or resulted in damages to WMB and WMI.”

With respect to the FDIC, the Examiner investigated potential claims that the FDIC (a) breached statutory or fiduciary duties as receiver by selling WMB for less than possible, (b) breached statutory or fiduciary duties by conducting an unfair bidding process in conjunction with the seizure and sale of WMB, and (c) tortiously interfered with WMI’s business expectancy by prematurely disclosing to JPMC and other third parties the intended seizure of WMB. The Examiner concluded that it was highly unlikely that any claims against the FDIC would succeed. Specifically, the Examiner found that the bidding process for WMB was reasonably fair and that JPMC was the only potential bidder willing to pay anything for WMB’s assets without substantial government guarantees.

Finally, the Examiner investigated whether WMI was insolvent throughout 2008, including an evaluation of WMB's liquidity. The Examiner concluded that WMB's liquidity on September 25, 2008 was questionable and whether it would have survived if it had not been seized is open to debate; as such, the OTS reached reasonable conclusions that WMB was unlikely to meet its depositors' demands and was operating in an unsafe and unsound condition. Additionally, there were no viable claims that could be made against OTS based on the theory that they improvidently closed WMB.

5. Certain Significant Litigations

a. *The Equity Committee's Actions to Compel a Shareholders' Meeting*

On March 3, 2010, the Equity Committee commenced an action in the Bankruptcy Court, styled *Official Committee of Equity Security Holders v. WMI, et al.*, Adv. Pro. No. 10-50731 (MFW), seeking to compel WMI to convene and hold an annual shareholders' meeting for the nomination and election of its board of directors under Washington law (the "Action to Compel a Shareholders' Meeting"). On March 11, 2010, the Equity Committee filed a motion for summary judgment, seeking an order requiring WMI to convene and hold such a meeting [Adv. Proc. No. 10-50731, D.I. 3]. In the alternative, the Equity Committee sought relief from the automatic stay to seek such relief in Washington state court. The Debtors opposed the Equity Committee's motion [Adv. Proc. No. 10-50731, D.I. 9]. At a hearing before the Bankruptcy Court on April 21, 2010, the Bankruptcy Court determined that the automatic stay was not applicable, but did not consider the Equity Committee's summary judgment motion.

On April 26, 2010, plaintiffs Michael Willingham and Esopus Creek Value L.P., each of whom were then members of the Equity Committee, filed an action against WMI in the Superior Court of the State of Washington, for the County of Thurston. On May 13, 2010, WMI removed this action to the United States District Court for the Western District of Washington (the "Washington District Court"), from which it was automatically referred to the United States Bankruptcy Court for the Western District of Washington and assigned to Bankruptcy Judge Paul B. Snyder. On May 14, 2010, WMI filed a motion to transfer venue to the United States District Court for the District of Delaware for referral to the United States Bankruptcy Court for the District of Delaware. On May 21, 2010, plaintiffs filed a motion to remand the action to Washington state court. A hearing on the motions to transfer and remand was held on June 11, 2010. By order, dated June 21, 2010, Judge Snyder of the United States Bankruptcy Court for the Western District of Washington granted WMI's motion to transfer the case and preserved the issue of remand for determination by this Bankruptcy Court. On June 28, 2010, plaintiffs withdrew their remand motion. From July through September 2010, the members of the Equity Committee produced various documents requested by the Debtors, and were also deposed by the Debtors. On August 23, 2010, by order of the court, this adversary proceeding was consolidated with the Action to Compel a Shareholders' Meeting [Adv. Proc. No. 10-50731, D.I. 58]

The Bankruptcy Court's approval of the Examiner (discussed in Section V. B.4. above) and subsequent approval of the Global Settlement Agreement pursuant to the January Opinion (as reaffirmed in the September Opinion) as fair, reasonable and in the best interests of the Debtors' estates has mooted the relief sought by the Equity Committee in its Action to Compel a Shareholders' Meeting.

b. *The Equity Committee Appeal of the Bankruptcy Court's Approval of the Global Settlement Agreement Pursuant to the January Opinion*

On January 19, 2011, the Equity Committee filed a notice of appeal of that portion of the January Opinion finding that the Global Settlement Agreement satisfies the requisite standards for approval [D.I. 6573]. On the same date, the Equity Committee filed a petition seeking certification of

direct appeal to the Third Circuit [D.I. 6575]. By order, dated February 8, 2011 [D.I. 6703], the Bankruptcy Court denied the Equity Committee's motion for a direct appeal to the Third Circuit and, therefore, the Equity Committee's appeal currently is pending in the United States District Court for the District of Delaware (the "Delaware District Court"), styled as *Official Committee of Equity Security Holders v. Washington Mutual, Inc., et al.*, Civil Action No. 11-158 (earlier defined as the "January Equity Committee Appeal").

On February 25, 2011, the Equity Committee filed in the Delaware District Court (i) a motion for leave to appeal [January Equity Committee Appeal, D.I. 7] (the "Motion for Leave") and (ii) a motion for relief from the District Court's Standing Order requiring mediation of bankruptcy appeals and for the setting of a briefing schedule and calendaring of argument of the Equity Committee's appeal [January Equity Committee Appeal, D.I. 8] ("Motion for a Briefing Schedule").

On March 11, 2011, the Debtors filed (i) an opposition to the Motion for Leave and (ii) a cross motion to dismiss the January Equity Committee Appeal for lack of jurisdiction [January Equity Committee Appeal, D.I. 11] (the "Cross Motion to Dismiss"), which JPMC and the Creditors' Committee joined [January Equity Committee Appeal, D.I. 12-13]. On March 18, 2011, the Equity Committee filed an omnibus reply in support of its Motion for Leave and opposing the Cross Motion to Dismiss [January Equity Committee Appeal, D.I. 16]. On April 4, 2011, the Equity Committee filed a statement asserting that the Motion for Leave has been fully briefed, and requesting oral argument thereon [January Equity Committee Appeal, D.I. 19]. On April 5, 2011, the Debtors responded that the Cross Motion to Dismiss has also fully briefed, and that oral argument is not necessary for the Delaware District Court to decide either motion [January Equity Committee Appeal, D.I. 19]. In the alternative, the Debtors further requested that, if the Delaware District Court elects to hear oral argument on the Motion for Leave, it schedule argument on the Cross Motion to Dismiss concurrent therewith. The Debtors have also opposed the Motion for a Briefing Schedule [January Equity Committee Appeal, D.I. 9], which the Creditors' Committee joined [January Equity Committee Appeal, D.I. 10]. On March 21, 2011, the Equity Committee requested oral argument on the Motion for a Briefing Schedule [January Equity Committee Appeal, D.I. 17]. The Delaware District Court has not yet ruled on this request or on any of the pending motions.

c. *The TPS Action*

Pursuant to the Global Settlement Agreement, upon the effective date thereof, the Debtors will be deemed to have transferred, as of the Petition Date, any and all rights they may have or may ever have had in the Trust Preferred Securities to JPMC, free and clear of liens, and JPMC will be deemed to be the sole legal, equitable and beneficial owner thereof.

The Trust Preferred Securities were subject to a conditional exchange (the "Conditional Exchange") feature whereby they would be transferred to WMI and the prior holders would receive, in exchange, depositary shares, each representing 1/1,000th of a share of a related series of preferred stock of WMI, upon the occurrence of one or more certain exchange events, including, among other things: (i) the undercapitalization of WMB under OTS' "prompt correction action" regulations, (ii) WMB being placed into receivership, or (iii) the OTS, in its sole discretion, directing the exchange in anticipation of WMB becoming "undercapitalized" or the OTS taking supervisory action limiting the payment of dividends by WMB (each, an "Exchange Event"). WMI had a written commitment to the OTS that, upon the occurrence of the Conditional Exchange, WMI would automatically contribute the Trust Preferred Securities to WMB (the "Downstream Undertaking").

On September 26, 2008, in accordance with the terms governing the Trust Preferred Securities and as directed in a letter from the OTS, dated September 25, 2008, WMI issued a press release

stating that an Exchange Event had occurred and that the Trust Preferred Securities would be exchanged for depositary shares, each representing 1/1,000th of a share of a related series of WMI's preferred stock, as applicable, of Perpetual Non-Cumulative Fixed or Fixed-to-Floating Rate Preferred Stock (as the case may be) in Series I, J, L, M and N (defined in the Seventh Amended Plan as the "REIT Series")—none of which were outstanding prior to September 25, 2008. At the direction of the OTS, on September 25, 2008, employees of WMI and WMB executed an Assignment Agreement which purported to assign the right, title and interest in the Trust Preferred Securities to WMB as of that date (the "Assignment Agreement").

On July 6, 2010, certain entities that assert interests in the Trust Preferred Securities (the "TPS Plaintiffs") commenced an adversary proceeding (the "TPS Action") against JPMC, WMI, WMPF, Washington Mutual Preferred Funding (Cayman) I Ltd., 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 (collectively, the "TPS Defendants") seeking, among other relief, a declaratory judgment that (i) the Conditional Exchange was never consummated and cannot be consummated, (ii) neither WMI nor JPMC has any right, title or interest in the Trust Preferred Securities, (iii) the Trust Preferred Securities and any Claim thereto do not constitute property of WMI's estate, and (iv) the Trust Preferred Securities remain with investors who held such securities immediately prior to 8:00 a.m. on September 26, 2008.

By separate motions, each dated November 2, 2010, WMI and JPMC sought summary judgment with respect to the TPS Plaintiffs' Claims asserted in Counts I through VI in the TPS Action [TPS Action, D.I. 105 & 109]. On January 7, 2011, the Bankruptcy Court issued an opinion [TPS Action, D.I. 179] and entered an accompanying order [TPS Action, D.I. 180] (together, the "TPS Order") granting the TPS Defendants' motions for summary judgment and holding, *inter alia*, that "the Conditional Exchange occurred on September 26, 2008" and that "the certificates held by the TPS holders are no longer TPS but are deemed to be Depositary Shares tied to WMI Preferred Shares." (TPS Order at 13 & 19.) The Bankruptcy Court also held that "Plaintiffs cannot establish that there was any misrepresentation that WMI would retain the TPS if it got them in the Conditional Exchange." (*Id.* at 16.) On January 21, 2011, the TPS Plaintiffs voluntarily dismissed the remaining counts, Counts VII through IX, of the TPS Action without prejudice [TPS Action, D.I. 186].

On January 14, 2011, certain of the TPS Plaintiffs appealed the TPS Order to the Delaware District Court [TPS Action, D.I. 182] (the "TPS Appeal"). On March 10, 2011, the Delaware District Court ordered the parties to adhere to the Delaware District Court's Standing Order requiring mediation of bankruptcy appeals and to adhere to the local rules governing page limits of bankruptcy appeals [TPS Appeal Case No. 1:11-cv-00124-GMS]. A mediation was held on March 31, 2011, but the parties were not able to reach a resolution. The parties have completed briefing, and the TPS Plaintiffs have requested oral argument [TPS Appeal, D.I. 42]. The Delaware District Court has not yet ruled on this request.

d. The Dime Warrants Action

On April 12, 2010, Broadbill Investment Corp. ("Broadbill") commenced an adversary proceeding against WMI seeking a ruling that the holders of the Dime Warrants have allowed Claims against—and not Equity Interests in—WMI (the "Dime Warrants Action"). As issued, the Dime Warrants were warrants for shares of Dime Inc. common stock related to the Anchor Litigation (discussed below). As a result of the merger of Dime Inc. into WMI, the Dime Warrants are now exchangeable for and into shares of Common Equity Interests in WMI upon the occurrence of certain conditions precedent.

On June 16, 2010, the Debtors filed the 43rd and 44th Omnibus Objections in their chapter 11 cases, seeking to disallow approximately 190 Claims filed by putative Dime Warrants holders, including Broadbill and Nantahala Capital Partners LP ("Nantahala"), arguing that the Claims are not actual Claims, but rather Equity Interests, and, in the alternative, that the Claims must be subordinated pursuant to section 510(b) of the Bankruptcy Code [D.I. 4749, 4750]. On June 24, 2010, the Debtors moved to stay the Dime Warrants Action and to consolidate the Dime Warrants Action with the proceedings to resolve the Debtors' 43rd and 44th Omnibus Objections [Dime Warrants Action, D.I. 23]. On June 30, 2010, the Bankruptcy Court approved a stipulation allowing Nantahala and Blackwell Capital Partners, LLC ("Blackwell") to intervene as plaintiffs in the Dime Warrants Action [Dime Warrants Action, D.I. 27]. Pursuant to the stipulation, (i) on September 3, 2010, Broadbill and Nantahala filed a complaint, asserted to be on behalf of a putative class of all Dime Warrant holders, and purporting to name themselves as class plaintiffs, which superseded the prior complaint, and (ii) the Debtors withdrew without prejudice the aforementioned motion to stay and to consolidate, and adjourned the omnibus objections sine die [Dime Warrants Action, D.I. 52].

On September 17, 2010, WMI filed and, on September 24, 2010, amended, an answer to the class complaint as well as counterclaims arguing that the Claims asserted by the Dime Warrants holders are subject to subordination pursuant to section 510(b) of the Bankruptcy Code [Dime Warrants Action, D.I. 56, 57]. Shortly thereafter, WMI served its First Set of Interrogatories and Requests for Production of Documents on Broadbill, Nantahala, and Blackwell [Dime Warrants Action, D.I. 58-60], and later served its Second Set of Interrogatories and Requests for Production of Documents on the same plaintiffs [Dime Warrants Action, D.I. 170]. In addition, on October 29, 2010, WMI filed a motion for summary judgment on the class complaint (the "Dime Warrants Summary Judgment Motion"), and argued therein that the warrant agreement that governs the Dime Warrants is unambiguous and merely grants the Dime Warrants holders the right to receive common stock of WMI upon the occurrence of a triggering event, such that the Dime Warrants represent interests in the equity of WMI, not cash or other property, and that, accordingly, the Dime Warrants holders hold Equity Interests, not Claims [Dime Warrants Action, D.I. 68, 69]. In a memorandum of opposition filed on November 17, 2010, the plaintiffs in the Dime Warrants Action contended that summary judgment was not appropriate on the basis that the issues presented in the Dime Warrants Action cannot be decided as a matter of law, based on the terms of the applicable warrant agreement but, rather, that the Bankruptcy Court must hear and consider evidence regarding the parties' intent with respect to the relevant provisions of that agreement to interpret the Dime Warrant holders' rights thereunder [Dime Warrants Action, D.I. 86].

On January 7, 2011, the Bankruptcy Court issued an opinion [Dime Warrants Action, D.I. 145] regarding the Dime Warrants Action and an accompanying order [Dime Warrants Action, D.I. 146] denying the Dime Warrant Summary Judgment Motion, finding "genuine issues of material fact, including whether the agreements were intended to convey only an Equity Interest or offered an option to receive property and whether the events triggering such an option occurred in this case." The Bankruptcy Court held a status and scheduling conference regarding the Dime Warrants Action on February 25, 2011, and entered a scheduling order on that same day [Dime Warrants Action, D.I. 161]. The Bankruptcy Court later entered an Amended and Restated Scheduling Order, requiring the filings of dispositive motions and a joint pretrial memorandum by August 19, 2011, and scheduling the commencement of trial for September 12, 2011 [Dime Warrants Action, D.I. 229]. The plaintiffs in the Dime Warrants Action then filed a second amended class complaint on March 1, 2011, which, among other things, named additional defendants [Dime Warrants Action, D.I. 162]. That same day, Aurelius Capital Management LP ("Aurelius") moved to intervene as a defendant, [Dime Warrants Action, D.I. 163], which motion remains pending. On March 18, 2011, WMI filed a second amended answer and counterclaims to that complaint [Dime Warrants Action, D.I. 171].

At a hearing held on March 21, 2011, the Bankruptcy Court ordered the parties to attempt to resolve the Dime Warrants Action through mediation and, upon agreement of the parties, entered an order appointing Alan W. Kornberg as mediator [Dime Warrants Action, D.I. 176]. The Bankruptcy Court also authorized Aurelius to participate in the mediation [Dime Warrants Action, D.I. 191]. On April 8, 2011, the parties each submitted mediation statements to Mr. Kornberg and, on April 14, 2011, attended a mediation session. The mediation, however, was not successful and, therefore, on May 26, 2011, the parties agreed to terminate mediation.

On March 28, 2011, WMI filed a motion to compel production of documents and answers to interrogatories [Dime Warrants Action, D.I. 177] (the "Motion to Compel"). The plaintiffs in the Dime Warrants Action filed their opposition on April 22, 2011 [Dime Warrants Action, D.I. 196], and, on April 27, 2011, WMI filed its reply [Dime Warrants Action, D.I. 198]. On May 2, 2011, the Bankruptcy Court heard oral arguments on the Motion to Compel, granted it in part, denied it in part, and then entered an order accordingly on May 17, 2011 [Dime Warrants Action, D.I. 210].

Simultaneously, on April 1, 2011, certain defendants that are and/or were directors of WMI (the "WMI Director Defendants") filed a motion to dismiss the second amended class complaint (the "Motion to Dismiss"), arguing, among other things, that the WMI Director Defendants were non-signatories to the applicable warrant agreement, did not intend to be bound by it, and were therefore not liable for any cause of action arising under it [Dime Warrants Action, D.I. 180]. The Dime Warrants holders filed their opposition on April 22, 2011 [Dime Warrants Action, D.I. 197], and the WMI Director Defendants filed their reply on April 27, 2011 [Dime Warrants Action, D.I. 199]. The Court heard oral arguments on the WMI Director Defendants' Motion to Dismiss on June 8, 2011, denied it, and later entered an order accordingly [Dime Warrants Action, D.I. 234].

Separately, on May 16, 2011, Broadbill filed a notice that it has withdrawn as plaintiff in the Dime Warrants Action [Dime Warrants Action, D.I. 209]. Shortly thereafter, the other named plaintiffs filed a motion seeking to add Axicon Partners LLC, Brennus Fund Limited, Costa Brava Partnership III LP, and Sonterra Capital Master Fund, Ltd., as additional named plaintiffs (collectively, the "Additional Named Plaintiffs") [Dime Warrants Action, D.I. 217]. On June 8, 2011, the Bankruptcy Court entered the Amended and Restated Scheduling Order, [Dime Warrants Action, D.I. 229], granting that motion, Broadbill's request to withdraw as plaintiff, and plaintiffs' request to file a third class complaint. That same day, Nantahala, Blackwell, and Additional Named Plaintiffs filed a third amended class complaint, [Dime Warrants Action, D.I. 230], which, among other things, added Additional Named Plaintiffs as named plaintiffs.

On July 13, 2011, WMI served the Expert Report of Dr. Charlotte Chamberlain, and the Expert Report of Professor Richard Pomp. On that same day, Named Plaintiffs served the Expert Report of Barry M. Levine. On August 1, 2011, WMI served its First Set of Requests for Admission to Plaintiffs [Dime Warrants Action, D.I. 258], and Named Plaintiffs served Plaintiffs' First Set of Requests for Admission to Defendant WMI [Dime Warrants Action, D.I. 259]. On August 31, 2011, WMI served its Responses to Plaintiffs' First Set of Requests for Admission to Defendant WMI [Dime Warrants Action, D.I. 264], and Named Plaintiffs served its Responses to WMI's First Set of Requests for Admission to Plaintiffs.

On September 2, 2011, WMI and the Named Plaintiffs submitted a Joint Pre-Trial Order to the Bankruptcy Court, which the Bankruptcy Court later entered. On September 2, 2011, WMI filed a Motion in Limine to Exclude Portions of the Testimony of Plaintiffs' Expert Witness Barry M. Levine [Dime Warrants Action, D.I. 268], which motion the Bankruptcy Court denied.

On September 6, 2011, the Bankruptcy Court held a pre-trial conference. The Bankruptcy Court also entered an Order Approving Stipulation Concerning Certification of a Plaintiff Class of Litigation Tracking Warrant Holders in This Adversary Proceeding. [Dime Warrants Action, D.I. 275]. On that same day, Named Plaintiffs filed Plaintiffs' Motion In Limine to Exclude Testimony of Defendants' Expert Witness Richard D. Pomp [Dime Warrants Action, D.I. 272], which motion the Bankruptcy Court denied.

During the week of September 12, 2011, the Bankruptcy Court held a trial of the Dime Warrants Action, and on November 23, 2011, the Bankruptcy Court heard closing arguments. The parties then entered a post-trial mediation in December 2011, which was unsuccessful. On January 3, 2012, the Bankruptcy Court entered a memorandum opinion [Dime Warrants Action, D.I. 312] and a corresponding order [Dime Warrants Action, D.I. 313] (collectively, the "Dime Warrants Opinion") dismissing the complaint filed in the Dime Warrants Action in its entirety.

Pursuant to the Dime Warrants Opinion, the Bankruptcy Court first ruled that the Dime Warrants are Equity Interests in, rather than Claims against, WMI. In so holding, the Bankruptcy Court relied on "particularly compelling" testimony from creators of the Dime Warrants, drafters of the operative documents, and a former director of Dime, who confirmed that (i) the Dime Warrants conveyed a right to receive stock when Dime Bank received a recovery in the Anchor Litigation, rather than a direct interest in the recovery itself, because this stock warrant structure ensured that holders would not receive phantom income, (ii) the Dime Warrants were issued to Dime Inc. shareholders as a dividend so that they (on exercise of the warrant) would have an increased equity interest in the bank commensurate with the increased value resulting from the Anchor Litigation recovery, and (iii) the merger of WMI and Dime Inc. did not materially change the rights of Dime Warrant holders but rather merely substituted WMI stock for Dime Inc. stock, thus avoiding phantom income to those holders. On the basis of this evidence and contemporaneous disclosures that Dime Warrants are equity instruments, and the definition of "equity interest" set forth in section 101(16) of the Bankruptcy Code and caselaw factors determining whether instruments constitute equity interests, the Bankruptcy Court held that the Dime Warrants are equity, not debt.

Further, the Bankruptcy Court ruled that the Dime Warrants are Equity Interests even if Dime Warrant holders were entitled to receive the same merger consideration as Dime Inc. shareholders. The Bankruptcy Court found that there was no receipt of funds from the Anchor Litigation mandating payment prior to the Petition Date, and because the option was not exercised before the bankruptcy petition was filed, the Dime Warrants are Equity Interests.

Finally, the Bankruptcy Court determined that (i) there was no breach of the operative agreements that would give rise to any claims against the Debtors by Dime Warrant holders, and (ii) even if WMI committed any such breach, the Dime Warrant holders only had Equity Interests, not Claims, and (iii) even if holders of Dime Warrants do hold Claims, such Claims "clearly relate to a breach of an agreement to acquire stock in WMI and must be subordinated under section 510(b) to the level of common stock." The Bankruptcy Court further held that the Anchor Litigation itself is property of the estate and may be conveyed by WMI to JPMC as part of the GSA pursuant to section 363 of the Bankruptcy Code.

Thereafter, following extensive negotiations, and as set forth more fully in that certain *Stipulation and Agreement Between the Debtors and Class Representatives of the LTW Holders Resolving Adversary Proceeding and the LTW Proofs of Claim*, dated January 10, 2012 (defined in the Seventh Amended Plan as the "LTW Stipulation"), the Debtors and the plaintiffs in the Dime Warrants Action (the "LTW Plaintiffs") entered into a stipulation and settlement to, among other things, (i) fully resolve and settle, with finality, all the claims and causes of action asserted by holders of Dime Warrants in (a) the

LTW Proofs of Claim (as defined in the LTW Stipulation) and (b) the Dime Warrants Action, and (ii) take all necessary steps to obtain dismissal of the Dime Warrants Action, and any appeal(s) emanating from the Dime Warrants Action.

Specifically, the LTW Stipulation provides that, pursuant to the terms and conditions of the Seventh Amended Plan, including, without limitation, the execution and delivery of releases in accordance with Section 41.6 of the Seventh Amended Plan, upon the effective date of the Stipulation, the holders of Dime Warrants will receive, in the aggregate, (a) an Allowed General Unsecured Claim in Class 12 in the aggregate amount of Nine Million Dollars (\$9,000,000.00) (the "Allowed General Unsecured Portion"); provided, however, that the Fees and Expenses (as defined in the Stipulation), to the extent allowed pursuant to an order of the Bankruptcy Court, upon notice and hearing, shall be paid from the initial distributions to be made to LTW Holders with respect to the Allowed General Unsecured Portion; and, provided, further, that, to the extent the Fees and Expenses are equal to or less than Three Million Two Hundred Thousand Dollars (\$3,200,000.00), the Debtors and the Creditors' Committee shall not oppose any such application; (b) Subject to the provisions of decretal paragraph 3(iii) of the Stipulation, an Allowed Subordinated Claim in Class 18 in the aggregate amount of Ten Million Dollars (\$10,000,000.00) (the "Allowed Subordinated Portion"); (c) 8.77% of the Reorganized Common Stock, distributed to holders of Common Equity Interests (the "Allowed Equity Portion," and collectively with the Allowed General Unsecured Portion and the Allowed Subordinated Portion, the "Allowed LTW Claims"); provided, however, that, in the event that the number of shares of Reorganized Common Stock distributed to holders within Classes 21 and 22 the version of the Seventh Amended Plan existing as of the date of the Stipulation are less than the amount set forth therein, as may be diluted/reduced on account of Runoff Notes Elections, Reorganized Common Stock Elections or otherwise, each as referenced in the Seventh Amended Plan, the amount of the Allowed Subordinated Portion shall be increased by twenty cents (\$0.20) for each share that the Allowed Equity Portion is so reduced up to a cap of One Million Dollars (\$1,000,000.00).

Further, (i) any and all claims and causes of action asserted by holders of Dime Warrants in the Dime Warrants Action shall be deemed dismissed, with prejudice, and without the assessment of costs, and the LTW Plaintiffs shall take such actions as may be required to cause the dismissal of the Dime Warrants Action, with prejudice, and without the assessment of costs, including, without limitation, the filing of notices or a stipulation of dismissal as are necessary in the Bankruptcy Court, and (ii) any and all claims and causes of action, including the LTW Proofs of Claim, asserted by any and all holders of Dime Warrants, shall be deemed withdrawn, with prejudice;

The LTW Plaintiffs have also agreed to support, and take any and all actions reasonably requested by the Debtors to support confirmation of the Seventh Amended Plan, or any other chapter 11 plan proposed by the Debtors, in accordance with section 1129 of the Bankruptcy Code.

A hearing to consider approval of the Stipulation is scheduled for February 1, 2012 at 10:30 a.m.

Because the LTW Stipulation has not yet been approved by the Bankruptcy Court, however, it remains possible that the interests of Dime Warrant holders could be treated as (i) Equity Interests, in which case such holders will receive the treatment provided pursuant to the Seventh Amended Plan for holders of Dime Warrants in Class 21, or (ii) Claims against the Debtors—either as (a) General Unsecured Claims or, if subordinated pursuant to section 510(b) of the Bankruptcy Code, as (b) Subordinated Claims in Class 18, or (c) Claims subordinated to the level of Common Equity Interests. As set forth in Sections V.B.5.h and VI.C.3.a below, because the Dime Warrants holders' Claims are Disputed Claims, the Liquidating Trustee will reserve funds on account of such Claims.

In addition, as set forth in Section VI.C.3.d below, the Seventh Amended Plan provides that, from and after the Effective Date, 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 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. 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. Pursuant to the Seventh Amended Plan, the share count for holders of Dime Warrants, for purposes of calculating such holders' Pro Rata Shares of distributions and the number of shares of Reorganized Common Stock to be reserved in the Disputed Equity Escrow, shall be determined by dividing the amount of the Claim by the per share price of WMI common stock as of either (a) the Petition Date, as if the Trigger Event, as defined in the Dime Warrant Litigation, had not occurred, (b) the close of business on the day immediately preceding the Petition Date, (c) December 12, 2011, as if the Trigger Event had not occurred, (d) the Petition Date, as if the Trigger Event had occurred, (e) December 12, 2011, as if the Trigger Event had occurred, or (f) such other date as determined by the Bankruptcy Court.

At such time as it is determined, pursuant to a Final Order, that (i) 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, will distribute to the holders of Common Equity Interests entitled to receive a distribution in accordance with the Seventh Amended Plan, 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 (ii) 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 will 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. 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.

e. The Equity Committee Standing Motion

As discussed above, on July 12, 2011, the Equity Committee filed the Standing Motion seeking authority to prosecute an action, on the Debtors' behalf to equitably disallow or, in the alternative, to equitably subordinate the Claims of certain Creditors. At the July Confirmation Hearing, which, as stated, commenced on July 13, 2011, counsel for the Equity Committee requested that the Court, "take into account the evidence . . . adduced at [the July Confirmation Hearing]" in connection with deciding the Standing Motion. On August 10, 2011, the Debtors, the Creditors' Committee certain members of AAOC, and certain other parties filed objections to the Standing Motion, arguing, among other things, that neither the evidence nor the law supported the relief requested. During Closing Arguments, certain parties presented argument with respect to the Standing Motion.

In the September Opinion, the Bankruptcy Court denied the Standing Motion with respect to the prosecution of equitable subordination claims against AAOC. With respect to claims for equitable disallowance, the Bankruptcy Court granted the Standing Motion, but, as discussed above in Section I.E, stayed all proceedings related to the Standing Motion pending mediation.

The Mediation commenced on October 19, 2011. At a status conference held on November 7, 2011, the Bankruptcy Court granted the Mediator's request for additional time to continue the Mediation. As a result of the Mediation, and with the assistance of the Mediator, discussions among the Debtors, the Creditors' Committee, the Equity Committee, AAOC, and certain other creditor constituencies culminated in certain modifications to be made to the Modified Sixth Amended Plan to resolve, among other things, certain plan-related issues and objections, as well as the Standing Motion.

f. September Opinion Appeals

On September 27, October 4, and October 11, 2011, respectively, each of (i) AAOC, with (a) Aurelius [D.I. 8670] filing individually and AOC filing jointly [D.I. 8673], (ii) the Creditors' Committee [D.I. 8726] and (iii) the Debtors [D.I. 8785] filed notices of appeal from that portion of the September Opinion granting the Standing Motion with respect to the equitable disallowance claims. Aurelius [D.I. 8672], AOC [D.I. 8674] and the Creditors' Committee [D.I. 8727] filed motions for leave to appeal together with such notices, and the Debtors [D.I. 8781] joined the Creditors' Committee's motion. Aurelius's motion also seeks to appeal that portion of the September Opinion concluding, as discussed in Section I.H.1.a hereof, that the Debtors must pay Postpetition Interest Claims at the federal judgment rate rather than the applicable contract rate. The Debtors have opposed Aurelius's motion in this respect [D.I. 8783].

The WMB Noteholders [D.I. 8679] and Normandy Hill Capital L.P. [D.I. 8671] also filed notices of appeal from the September Opinion on September 27, 2011, and, on October 10, 2011, Wells Fargo Bank, National Association, solely in its capacity as the PIERS Trustee ("Wells Fargo"), filed its notice of appeal [D.I. 8771].⁵⁶

The Equity Committee, for its part, filed a notice of cross-appeal and a motion for leave to cross-appeal on October 11, 2011, seeking to challenge, among other things, those portions of the September Opinion finding that the Modified Sixth Amended Plan was proposed in good faith and that the settlement with holders of WMB Senior Notes, discussed in more detail in Section V.B.5.g(i) hereof, is fair, reasonable and in the best interests of the Debtors' estates [D.I. 8790, 8791]. In addition, on October 14, 2011, the Equity Committee filed an opposition to the motions for leave to appeal filed by each of AAOC, the Creditors' Committee and the Debtors, [D.I. 8811], with respect to which the Creditors' Committee has filed a reply [D.I. 8866]. In addition, on October 25, 2011, the Debtors [D.I.

⁵⁶ In its statement of issues, filed on October 24, 2011 [D.I. 8861], Wells Fargo stated that its appeal is related to, among other things, whether the Bankruptcy Court erred in holding that the federal judgment rate is the appropriate rate to be applied pursuant to sections 726(a)(5) and 1129(a)(7) of the Bankruptcy Code to postpetition interest claims of unsecured creditors and that the equities of the case would support the use of such rate even if considerations of the equities of the case were appropriate, and whether it was appropriate for the Bankruptcy Court, pursuant to the September Opinion, to require holders of Allowed PIERS Claims to pay the Intercreditor Interest Claims of Creditors senior in recovery at the contract rate, whereas the Bankruptcy Court ruled pursuant to the September Opinion that such Creditors are only entitled to payment from the Debtors' estates of Postpetition Interest Claims at the federal judgment rate. As is evident from the Updated Liquidation Analysis annexed hereto as Exhibit C, holders of Allowed PIERS Claims must pay over approximately \$726 million to Creditors senior in recovery on account of the difference between such Creditors' Intercreditor Interest Claims and Postpetition Interest Claims.

8878] and Creditors' Committee [D.I. 8887] filed oppositions to the Equity Committee's motion to cross-appeal.

All the motions for leave to appeal, as well as the Equity Committee's opposition, have been transmitted to, and are pending in, the Delaware District Court.

g. WMB Notes Claims

Holders of WMB Senior Notes Claims and WMB Subordinated Notes Claims (together, the "WMB Notes Claims") filed Claims against the Debtors in their Chapter 11 Cases seeking payment of allegedly outstanding amounts due on such notes and asserting Claims for, among other things, (a) corporate veil-piercing, alter ego and similar principles, (b) substantive consolidation, (c) improper claim to purported deposits, (d) undercapitalization of, failure to support, and looting of the bank, (e) misrepresentations and omissions under the applicable securities laws (the "Misrepresentation Claims"), (f) conditional exchange of the Trust Preferred Securities, (g) Tax Refunds and losses, (h) mismanagement and breach of fiduciary and other duties, (i) Claim for Goodwill Litigation award, and (j) fraudulent transfer. Such Claims are reflected on Exhibit "B" to the Global Settlement Agreement and, as asserted, aggregate approximately \$4 billion.⁵⁷ Certain holders of WMB Notes Claims assert that their Claims are entitled to administrative priority or secured status.

In addition, certain holders of WMB Notes Claims either intervened or sought to intervene in the D.C. Action, the JPMC Adversary Proceeding, and the Turnover Action, each of which is discussed in Section V.B.2 above.

On January 22, 2010, as subsequently corrected, the Debtors filed an objection to certain WMB Notes Claims on the grounds that, *inter alia*, the holders of such Claims lack standing to assert such Claims against the Debtors and that the asserted Claims are otherwise insufficient as a matter of law [D.I. 2205]. The Creditors' Committee subsequently filed a joinder to the Debtors' objection [D.I. 2278]. On March 5, 2010, the holders of certain WMB Notes Claims filed responses to the Debtors' objections [D.I. 2466, 2469 & 2470]. The Debtors' reply brief was filed on March 26, 2010 [D.I. 2620]. On April 6, 2010, the Bankruptcy Court conducted an initial hearing to consider the Debtors' objection. The Bankruptcy Court, at this hearing, did not dismiss the WMB Notes Claims based on standing and, on April 20, 2010, entered an order memorializing such decision [D.I. 3549]. On December 28, 2011, the Debtors filed motion seeking Bankruptcy Court approval of a stipulation and agreement by and among the Debtors and certain holders of WMB Notes Claims that asserted Misrepresentation Claims, which agreement provides, among other things, that such holders will receive a reduced and Allowed Class 18 Subordinated Claim in the aggregate amount of \$15 million and, furthermore, that the WMB Noteholders referenced in Sections I.E and V.B.5.f hereof will withdraw, with prejudice, their appeal of the September Opinion.

(i) Treatment of Holders of WMB Senior Notes Pursuant to the Seventh Amended Plan

Pursuant to the terms of the Seventh Amended Plan and that certain Plan Support Agreement, dated as of October 6, 2010, (the "Plan Support Agreement"), by and among the Debtors and certain holders of WMB Senior Notes that are signatories thereto (collectively, the "Settlement WMB

⁵⁷ The Debtors believe that certain of the proofs of claim identified on Exhibit "B" to the Global Settlement Agreement may be duplicative. The Debtors have not included those Claims that appear to be duplicative in their estimate of the total amount of WMB Notes Claims.

Senior Note Holders”), holders of WMB Senior Notes Claims are divided into two groups: (1) holders of “WMB Senior Notes Claims” and (ii) “Non-Filing WMB Senior Note Holders.”

“WMB Senior Notes Claims,” classified in Class 17A, are Unsecured Claims arising from or relating to WMB Senior Notes with respect to which a proof of claim was filed against the Debtors on or before the Bar Date. Each Entity that held a WMB Senior Notes Claim as of the Bar Date was entitled to vote to accept or reject the Sixth Amended Plan and such Entity’s Claim was deemed allowed, for voting purposes only, in an amount equal to the aggregate face value and interest accrued as of the Petition Date with respect to all WMB Senior Notes held by such holder as of October 25, 2010. The Debtors did not provide new Ballots to holders of WMB Senior Notes Claims in Class 17A with respect to the solicitation of the Modified Sixth Amended Plan because the modifications incorporated therein did not affect such holders in any way. Similarly, because the modifications included in the Seventh Amended Plan do not affect such holders, they will not be entitled to vote on the Seventh Amended Plan. Holders of WMB Senior Notes Claims in Class 17A thus remain bound by their votes on the Sixth Amended Plan and, consequently, Class 17A will be deemed to have voted in favor of the Seventh Amended Plan. (See Declaration of Robert Q. Klamser with Respect to Tabulation of Votes on and Elections Pursuant to Sixth Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, at 10 [D.I. 6090].)

Holders of WMB Senior Notes Claims were also entitled to elect, on their Ballots, whether to grant the releases provided in the Non-Debtor Release Provision, 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 Claims or other similar Claims for damages arising from the purchase or sale of such holders’ WMB Senior Notes (including, without limitation, any Claim on account of WMB Senior Notes or WMB Subordinated Notes that such holder may have that is determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code). To the extent that a holder of a WMB Senior Notes Claim made such an election, such holder’s WMB Senior Notes Claim will be deemed allowed against the Debtors as 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, 2010,⁵⁸ and such holder shall receive its Pro Rata Share⁵⁹ 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 set forth in Section 2.4 of the Global Settlement Agreement, in an amount equal to Three Hundred Thirty-Five Million Dollars (\$335 million). Except with respect to the option of submitting Verification Forms (as discussed below), the Debtors did not resolicit release elections from holders of WMB Senior Notes Claims in connection with the solicitation of the Modified Sixth Amended Plan and do not intend to do so with respect to the Seventh Amended Plan. Accordingly, holders of WMB Senior Notes Claims remain bound by their prior release

⁵⁸ Notwithstanding the foregoing, the amount that is deemed allowed against the Debtors as an Allowed WMB Senior Notes Claim will be only for purposes of voting and calculating each holder’s “Pro Rata Share” of BB Liquidating Trust Interests, and will 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 million).

⁵⁹ The Seventh Amended Plan provides that, with respect to the 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” means 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.

elections and need not resubmit any such election in order to participate in the distribution of BB Liquidating Trust Interests pursuant to the Seventh Amended Plan.

“Non-Filing WMB Senior Note Holder” is defined in the Seventh Amended Plan as a holder of a WMB Senior Note who did not file a proof of claim against the Debtors as of the Bar Date. Non-Filing WMB Senior Note Holders were not entitled to vote on the Sixth Amended Plan or the Modified Sixth Amended Plan (and similarly will not be entitled to vote on the Seventh Amended Plan) but, in connection with the Debtors’ solicitation of the Sixth Amended Plan, each such holder received a Non-Filing WMB Senior Note Holders Election Form on which to indicate whether such holder elected to grant the releases set forth in the Non-Debtor Release Provision. To the extent that any such holder made such an election, it is deemed to be an “Accepting Non-Filing WMB Senior Note Holder” and is entitled to receive its Pro Rata Share of BB Liquidating Trust Interests, as described above, based upon 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. Except with respect to the option of submitting Verification Forms (as discussed below), the Debtors did not resolicit release elections from Non-Filing WMB Senior Note Holders in connection with the solicitation of the Modified Sixth Amended Plan and do not intend to do so with respect to the Seventh Amended Plan. Accordingly, Non-Filing WMB Senior Note Holders remain bound by their prior release elections and need not resubmit any such election in order to participate in the distribution of BB Liquidating Trust Interests pursuant to the Seventh Amended Plan.

Holders of WMB Senior Notes Claims and Non-Filing WMB Senior Notes Holders that failed for any reason to elect to grant the releases provided in the Non-Debtor Release Provision on or prior to November 18, 2010, including, without limitation, any holder of WMB Senior Notes that elected to not grant such releases, were provided with an opportunity to grant such releases (in order to participate in the distribution of the BB Liquidating Trust Interests) in connection with the Debtors’ solicitation of the Modified Sixth Amended Plan. In order to do so, each such holder was required, through its Voting Nominee, to (a) submit to the Voting Agent, on or before May 13, 2011 (the voting and election deadline established in connection with the Modified Sixth Amended Plan), an executed Verification Form (as defined in the order approving the Prior Disclosure Statement) attesting to, among other things, the amount of WMB Senior Notes held by such holder as of October 25, 2010 and (b) to the extent such holder is a Non-Filing WMB Senior Note Holder, tender all these WMB Senior Notes into the appropriate election account established at The Depository Trust Company (“DTC”) or instruct Euroclear Bank S.A./N.V. (“Euroclear”) or Clearstream Banking, société anonyme (“Clearstream”) to “block” such notes or, to the extent that such holder transferred some or all of such notes after October 25, 2010, requests that the ultimate transferee(s) of such notes tender or block such transferred notes with DTC, Euroclear, or Clearstream, as applicable, on the transferor’s behalf. Any holder who complied with these requirements will remain bound by such election and need not resubmit any such election in order to participate in the distribution of BB Liquidating Trust Interests pursuant to the Seventh Amended Plan.

Pursuant to the Seventh Amended Plan and the Disclosure Statement Order, the Debtors will not accept any additional release elections from holders of WMB Senior Notes. The Claim of any holder of a WMB Senior Notes Claim that elected not to grant the releases will not be deemed allowed, and the Debtors, the Liquidating Trustee, and all parties in interest will reserve and maintain all their respective rights to dispute such WMB Senior Notes Claim on any ground. In addition, Non-Filing WMB Senior Notes Holders that did not elect to grant the releases set forth in the Non-Debtor Release Provision are not entitled to any distribution pursuant to the Seventh Amended Plan.

The Seventh Amended Plan further provides that the first Ten Million Dollars (\$10 million) of any distribution on account of the BB Liquidating Trust Interests will be used to pay the legal fees and expenses of the Settlement WMB Senior Note Holders incurred in connection with the Chapter 11 Cases.

For the avoidance of doubt, all the \$335 million allocated for payment to holders of Allowed WMB Senior Notes Claims and Accepting Non-Filing Senior Note Holders will 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 will revert either to the Debtors or the Reorganized Debtors, or be payable to Creditors in any other Class under the Seventh Amended Plan. In addition, the Debtors intend to record book entries on account of the BB Liquidating Trust Interests (rather than actually issuing certificates) and anticipate that funds on account of the BB Liquidating Trust Interests will be available for distribution as soon as the relevant parties have consensually released the funds pursuant to Section 2.4 of the Global Settlement Agreement, projected to be shortly after the Effective Date; provided, however, that, to the extent any of the WMB Senior Notes Claims are Disputed Claims as of the Effective Date, the Debtors will reserve BB Liquidating Trust Interests and related funds on account of such Disputed Claims, and funds in such reserve will be released upon final resolution of all such Disputed Claims (the "Final Distribution").

Pursuant to the September Opinion, the Bankruptcy Court reiterated its approval of the treatment of WMB Senior Notes Holders pursuant to the Seventh Amended Plan on the basis that such treatment "will avoid contentious and expensive securities litigation which could result in a significantly larger judgment against the Debtors." (September Opinion at 101-02.)

(ii) WMB Subordinated Notes Claims in Class 17B Are Not Entitled To Any Distribution Pursuant to the Seventh Amended Plan

Because they are derivative in nature of the claims and causes of action asserted by the FDIC Receiver, FDIC Corporate and the Receivership in the FDIC Claim and the D.C. Action and the Claims and causes of action that have been or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors and their estates, and in consideration for the distribution to be made to the FDIC Receiver pursuant to the Global Settlement Agreement, on the effective date, *all* WMB Subordinated Notes Claims (Class 17B), to the extent that they are not Section 510(b) Subordinated WMB Notes Claims, will be deemed disallowed, and holders thereof will not receive any distribution from the Debtors.

(iii) Subordination of the WMB Subordinated Notes Misrepresentation Claims (the "Section 510(b) Subordinated WMB Notes Claims")

As stated, certain holders of WMB Subordinated Notes Claims have asserted that they hold claims against WMI arising under the federal securities laws (defined above as the "Misrepresentation Claims"). On October 17, 2010, the Debtors filed the Fifty-Fifth Omnibus (Substantive) Objection to Claims [D.I. 5616] and the Fifty-Sixth Omnibus (Substantive) Objection to Claims [D.I. 5618] (together, the "Omnibus Objections"). In the Omnibus Objections, the Debtors objected to all Claims asserted by holders of WMB Subordinated Notes, including the Misrepresentation Claims, on the basis that (i) such Claims are not liabilities of WMI, as they arise from notes issued not by WMI but by WMI's subsidiary, WMB, (ii) such Claims fail to state a claim upon which relief can be granted, (iii) such Claims are derivative of the claims and causes of action that have been or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors and their estates, and (iv) even if such Claims did not fail as a matter of law, they should be subordinated pursuant to section 510(b) of the Bankruptcy Code.

At a hearing on the Omnibus Objections, held on January 6, 2011, the Bankruptcy Court ruled from the bench, and subsequently memorialized in the January Opinion (see January Opinion at 103-05), that the Misrepresentation Claims held by holders of WMB Subordinated Notes should be subordinated pursuant to section 510(b) of the Bankruptcy Code. The Misrepresentation Claims will be

treated pursuant to the Seventh Amended Plan as Section 510(b) Subordinated WMB Notes Claims in Class 18 (Subordinated Claims). As such, pursuant to the Seventh Amended Plan, in the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims (in each case, other than Subordinated Claims) are paid in full, each holder of a Misrepresentation Claim, only to the extent that it is determined to be an Allowed Subordinated Claim, is entitled to receive their Pro Rata Share of Liquidating Trust Interests in an aggregate amount equal to each holder's Allowed Subordinated Claim and Postpetition Interest Claim.

(iv) The Debtors Preserved the Right to Object that the WMB Subordinated Notes Claims Should Be Disallowed Altogether

The Bankruptcy Court's January 6, 2011 ruling on the Omnibus Objections was without prejudice to the Debtors' ability to pursue additional grounds for objection with respect to the WMB Subordinated Notes Claims (including the Misrepresentation Claims), namely, that the WMB Subordinated Notes Claims should be disallowed in their entirety for the independent reasons that such Claims fail to state a claim upon which relief can be granted, are not liabilities of WMI, and are derivative of the Claims and causes of action that have been or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors and their estates.

h. Estimation Motion and Estimated Total Amount of Allowed and Disputed General Unsecured Claims

The Seventh Amended Plan provides that, 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 will retain, for the benefit of each holder of a Disputed Claim, Creditor Cash, Liquidating Trust Interests and, to the extent such holder is eligible to receive Runoff Notes and does not elect to opt out of distributions thereof, Runoff Notes, as well as any dividends, gains or income attributable thereto, 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 that the Bankruptcy Court estimates, pursuant to section 502 of the Bankruptcy Code, to be the maximum amount in which such Disputed Claim may ultimately become an Allowed Claim, or (iii) such other amount as may be agreed upon by the holder of such Disputed Claim and the Liquidating Trustee (any assets retained by the Liquidating Trustee allocable to, or retained on account of, Disputed Claims, the "Liquidating Trust Claims Reserve").

On November 17, 2010, the Debtors filed a motion requesting that the Bankruptcy Court estimate the maximum amount of certain Disputed Claims⁶⁰ for purposes of establishing the amount of the Liquidating Trust Claims Reserve [D.I. 5971] (the "Estimation Motion"). As of the date hereof, the majority of all Disputed Claims subject to the Estimation Motion have either been estimated by the Bankruptcy Court or the Debtors have agreed with the respective claimants as to an appropriate reserve and have withdrawn the Estimation Motion with respect to such Claims. An order was entered with

⁶⁰ The Debtors believed, as of the date of the Estimation Motion, that approximately 400 unliquidated Claims remained pending against their estates that had not been disallowed or withdrawn as a result of omnibus objections and that were not, at that time, the subject of pending omnibus objections. The Estimation Motion sought to estimate approximately 158 of the 400 pending unliquidated Claims. As stated in the Estimation Motion, the Debtors believe that all remaining unliquidated Claims (*i.e.*, those pending unliquidated Claims that are neither the subject of the Estimation Motion nor an omnibus objection to Claims) will be resolved pursuant to the Global Settlement Agreement.

respect to the majority of Disputed Claims subject to the Estimation Motion on December 20, 2010 [D.I. 6377].

Because the Dime Warrants Opinion is not yet a Final Order, the Claims asserted by holders of Dime Warrants are still Disputed Claims (the "Dime Warrant Claims"). Pursuant to the Estimation Motion, the Debtors sought to estimate the Dime Warrant Claims at a maximum amount of \$250 million.⁶¹ On December 6, 2010, Broadbill, Nantahala and Blackwell, on behalf of themselves and all other Dime Warrant holders, filed an objection to the Estimation Motion, and argued therein that the Bankruptcy Court should estimate the Dime Warrant Claims at a maximum amount of not less than \$337 million [D.I. 6423].

On January 6, 2011, a hearing was held on the Estimation Motion with respect to the Dime Warrant Claims. At the conclusion of the hearing, the Bankruptcy Court stated, on the record, that it estimated the Dime Warrant Claims at a maximum amount of \$337 million. In the Dime Warrant Opinion, however, the Bankruptcy Court stated that it determined that the amount of the reserve for the Dime Warrant Claims must be set at \$334 million [Dime Warrant Litigation, D.I. 145]. In the January Opinion issued on the same day, however, the Bankruptcy Court stated that it estimated the Dime Warrant Claims at \$347 million. (January Opinion at 50.)

On January 13, 2011, the Debtors filed a certification of counsel stating that the Debtors believed that the differing amounts of the reserve for Dime Warrant Claims in the January Opinion, the Dime Warrant Opinion, and the Bankruptcy Court's statements on the record at the Estimation Motion hearing were inadvertent errors and that the Bankruptcy Court had always intended for the reserve for Dime Warrant Claims to be set at \$337 million, the amount requested by the Dime Warrant holders [D.I. 6546]. On January 14, 2011, the Bankruptcy Court entered an order regarding the Estimation Motion solely with respect to the Dime Warrant Claims, setting the reserve for such Claims at \$347 million [D.I. 6560] (the "Dime Estimation Order"). On January 21, 2011, the Debtors filed a motion to reconsider the Dime Estimation Order in which the Debtors requested that the Bankruptcy Court estimate the Dime Warrant Claims at a maximum amount of \$337 million [D.I. 6602]. The Bankruptcy Court granted such motion by order, dated February 8, 2011 [D.I. 6701]. Accordingly, until the Dime Warrants Opinion becomes a Final Order, the Liquidating Trustee will reserve \$337 million for the Dime Warrants Claims pursuant to the terms of the Seventh Amended Plan until such Claims are allowed or disallowed by Final Order of the Bankruptcy Court.

As stated, the Liquidating Trustee, as escrow agent for the Disputed Equity Escrow, will also reserve Reorganized Common Stock, together with any dividends, gains or income attributable thereto, to distribute to holders of Dime Warrants, if the Dime Warrants Opinion becomes a Final Order or to the extent that holders of Dime Warrants are deemed, pursuant to a compromise and settlement approved by the Bankruptcy Court, to hold (i) Equity Interests or (ii) Allowed Claims subordinated to the level of Common Equity Interests pursuant to section 510(b) of the Bankruptcy Code or otherwise.

The Estimation Motion remains pending with respect to the following Claims: (i) certain Claims for indemnification filed against the Debtors' estates by current or former directors or officers, which the Debtors believe will be estimated in an amount to be agreed upon by the Debtors and such claimants, with the balance of such Claims to be subordinated pursuant to section 510(b) of the Bankruptcy Code, and (ii) a Claim filed by Union Bank, National Association ("Union Bank") pertaining

⁶¹ In the disclosure statement for the Sixth Amended Plan, the Debtors indicated that the maximum amount of the Dime Warrant Claims, if allowed, would be in the amount of approximately \$184 million. Upon inclusion of certain possible tax-related amounts, the maximum amount was increased.

to the Dime Rabbi Trusts, with respect to which the Debtors are currently negotiating a stipulation with Union Bank and JPMC (such that the Claim will be withdrawn by Union Bank and the Debtors will not need to reserve for such Claim, assuming the Seventh Amended Plan is confirmed by the Bankruptcy Court).

As set forth in the chart below, the current estimate of the total Allowed General Unsecured Claims and disputed General Unsecured Claims is approximately \$850.1 million.⁶²

General Unsecured Creditor Claims (in millions)	Current GUC Claims	Disputed Claims	Disputed Claims Reserve
Dime LTWs	\$337.0	\$0.0	\$337.0
Employees	336.0	37.3	298.7
D&O Indemnification	100.0	0.0	100.0
Tranquility Master Fund Ltd.	49.6	0.0	49.6
Trade & Executory	23.1	5.9	17.2
Principal (Stipulated)	4.0	4.0	0.0
Other Claims	0.4	0.4	0.0
Total	\$850.1	\$47.6	\$802.5

⁶² As is evident from the chart below, the Debtors have reserved \$337 million on account of the Disputed Claims asserted by holders of Dime Warrants in connection with the Dime Warrants Litigation discussed in Section V.B.5.d hereof. As is disclosed in that Section, the Debtors and the LTW Plaintiffs entered into the LTW Stipulation on January 11, 2012. To the extent the LTW Stipulation is approved by the Bankruptcy Court, the \$337 million reserve for holders of Dime Warrants will be eliminated. As discussed above, upon the effective date of the LTW Stipulation, holders of Dime Warrants will be deemed to hold, among other things, an Allowed General Unsecured Claim in the aggregate amount of \$9 million. As is further evident from the chart below, the Debtors have not included in their Liquidating Trust Claims Reserve calculation any reserve on account of the Claim submitted on January 10, 2012 by “Class Representatives, Policemen’s Annuity and Benefit Fund of the City of Chicago, Boilermakers National Annuity Trust and Doral Bank Puerto Rico, on behalf of the class in *Boilermaker’s National Annuity Trust Fund, on Behalf of Itself and All Others Similarly Situated v. WAMU Mortgage Pass-Through Certificates, Series ARI, et al.*, Case No. 09-0037 (MJP) (W.D. Wash.),” which Claim was asserted in the amount of “at least \$273 million.” The Debtors dispute this Claim, and, as of the date of this Disclosure Statement, no party has moved to estimate such Claim. (See Section V.B.6.g hereof.) In addition, as is evident from the chart below, the Liquidating Trust Claims Reserve will not contain any reserve on account of any Claims to be assumed by JPMC pursuant to the Global Settlement Agreement. Moreover, the Liquidating Trust Claims Reserve will not reserve for any tax Claims (such as the California and Oregon Claims discussed in Section V.B.5.i hereof) that will be paid from the tax escrow established pursuant to the Global Settlement Agreement. Rather, such Claims will be paid from said tax escrow, and, as discussed in footnote 54 to this Disclosure Statement, the distribution to the Debtors of the Debtors’ allocated portion of outstanding Tax Refunds (*i.e.*, 20%) will be net of the Debtors’ allocated portion (*i.e.*, 20%) of such Claims, to the extent they are ultimately allowed pursuant to a Final Order. Refer to Section V.B.3.b(ii) hereof for a discussion of the tax escrow that was established pursuant to the Bankruptcy Court’s August 27, 2010 Order Approving Stipulation Regarding Establishment of Segregated Account for Tax-Related Payments, among the Debtors, the FDIC Receiver and JPMC [D.I. 5365]. As set forth in Section V.B.5.h hereof, the Bankruptcy Court has not yet ruled on the Debtors’ request, pursuant to the Estimation Motion, to estimate the claims set forth in the category entitled “D&O Indemnification. Pursuant to the Estimation Motion, the Debtors have requested that such Claims be estimated at \$0, and that the Debtors not be required to reserve for such Claims.

i. Tax Claims

Currently, there are unresolved Tax Claims totaling approximately \$320 million asserted against WMI's estate, of which approximately \$233 million are asserted as secured Claims and approximately \$84 million are asserted as Priority Tax Claims. Two proofs of Claims—filed by the Franchise Tax Board of the State of California ("California"), and the Oregon Department of Revenue ("Oregon")—account for approximately 96.7% of the remaining asserted Secured and Priority Tax Claims.

On October 24, 2008, the Internal Revenue Service ("IRS") filed a proof of claim with the Bankruptcy Court in the amount of \$2,326,616,412, for asserted tax liabilities owing by the Tax Group, which Claim was amended and increased on January 7, 2009 to the amount of \$10,287,968,018. On January 22, 2009, WMI filed an objection to the IRS's proof of claim [D.I. 584]. WMI worked diligently to bring closure to the tax years for which Claims were asserted, with the objective of eliminating most of the claimed liability—particularly in view of the substantial NOLs incurred by the Tax Group in 2008, which were subsequently carried back five tax years. As a result of these efforts, the IRS ultimately withdrew its proof of claim.

More specifically, by motion, dated August 13, 2010 [D.I. No. 5286], the Debtors requested and obtained Bankruptcy Court approval of certain settlement agreements with the IRS, pursuant to which substantially all outstanding issues with the IRS regarding the consolidated tax liability of the Tax Group for the 2001 through 2008 tax years were resolved. The Debtors settled certain disputed issues relating to the IRS's audit of tax years 2001 through 2003, which resulted in a net tax refund for the Tax Group. Second, the Debtors settled disputed issues relating to the IRS's audit of tax years 2004 through 2008 and for WMI's refunds Claims for tax years 2003 through 2008 based on its election to carry back the 2008 consolidated NOL to offset substantially all of its consolidated taxable income for the tax years 2004 through 2007, and 50% of its consolidated taxable income for 2003 pursuant to the five-year carryback provisions of section 13 of the Worker, Homeownership, and Business Assistance Act of 2009. Pursuant to these settlements of the 2001 through 2008 tax years, the Tax Group received a net tax refund, after taking into account all adjustments under the terms of the settlements, of approximately \$5.173 billion (including interest) for the 2001-08 tax years (which has been placed in escrow, as discussed below). Finally, the Debtors also settled certain issues relating to the IRS's audit of the 1997 consolidated tax return of an affiliated tax group for which WMI's predecessor in interest, H.F. Ahmanson & Company, was the former common parent, resulting in a small refund. The Bankruptcy Court approved the above settlements on September 7, 2010; and, on September 27, 2010, the U.S. Congress Joint Committee on Taxation (the "Joint Committee") notified WMI that the Joint Committee had taken no exception to the portion of the settlements that it had not previously reviewed. Thus, on October 12, 2010, the IRS withdrew its proof of claim against the Debtors' estates.

On March 26, 2009, California filed a proof of claim against WMI in its chapter 11 cases in the aggregate amount of \$2,479,959,945, of which \$138,980,870 was asserted as a secured Claim, \$1,689,148,149 was asserted as a priority Claim, and \$651,830,926 was asserted as a general unsecured Claim. This Claim predominantly reflects the assumed California franchise tax liability that would result if the amounts claimed under the then pending IRS proof of claim were determined to be owing. The Debtors have had discussions with the California Franchise Tax Board ("FTB") regarding California's proof of claim in light of the amendment of the IRS proof of claim described above. On May 26, 2010, the FTB filed an amended proof of claim in the aggregate amount of \$267,378,281 to reflect the reduction of the IRS Claim, \$53,563,334 of which is asserted as a priority Claim. On September 2, 2010, the FTB amended its Claim again to be in an aggregate amount of \$280,519,148, of which \$47,819,628 is an asserted priority Claim and \$232,699,520 is an asserted secured Claim. The Debtors anticipate that the

final amounts determined to be owed to California will be paid from tax refunds that California will owe to the Tax Group included in the amounts discussed below.

On May 11, 2009, Oregon filed a proof of claim with the Bankruptcy Court for corporate franchise tax liabilities in the amount of \$29,381,732, of which \$11,110,285 is asserted as a priority Claim and \$18,271,438 is asserted as a general unsecured Claim. On April 12, 2010, the Debtors filed an objection to Oregon's Claim on the grounds that, *inter alia*, (i) the underlying tax assessments represented by the proof of claim are completely without merit, (ii) that, notwithstanding (i), above, any liability represented by the proof of claim relate to WMB and not WMI and (iii) since neither WMI nor any of its remaining subsidiaries have any taxable presence in Oregon, WMB's liability cannot be ascribed to WMI [D.I. 3196]. On April 29, 2010, Oregon filed a response to the Debtors' objection [D.I. 3599]. Oregon subsequently amended its proof of claim, asserting a priority Claim in the amount of \$27,298,904 and a general unsecured Claim in the amount of \$2,082,819 [D.I. 3599]. The total amount of Oregon's Claim, however, is unchanged. On June 24, 2010, the Debtors filed their forty-fifth omnibus objection to certain claims, including Oregon's original claim, on the basis that it had been superseded by Oregon's amended claim [D.I. 4803]. On August 9, 2010, the Court entered an order granting the objection [D.I. 5245]. The Debtors and Oregon agreed to resolve both the amended claim and a related dispute as to the tax assessment on which the amended claim is based before the Bankruptcy Court. Accordingly, based on such agreement, on November 29, 2011, the Debtors filed an objection to the amended claim and the related tax assessment [D.I. 9113]. At this time, the Bankruptcy Court has not ruled on such objection.

The remaining proofs of Claim asserted by all other state and local tax authorities total approximately \$10 million, and are being reviewed and contested, as appropriate.

6. Certain Other Litigations and Claims

Prior to the Petition Date, WMI and its subsidiaries and affiliates were named in various lawsuits. Due to the automatic stay, imposed by section 362 of the Bankruptcy Code, prepetition litigation has been stayed, unless otherwise ordered by the Bankruptcy Court. This section is intended to disclose certain pending litigation or Claims-related litigation involving (i) the Debtors as parties and (ii) their assets, structures, or non-Debtor affiliates, which litigation may impact the value of the Debtors' estates.

The factual case descriptions below, which are based solely on the Debtors' view of the proceedings and subject to further review, elaboration, and modification, are included for information purposes only, and others familiar with these proceedings may dispute all or part of these descriptions or assessments. As with all litigation, there is inherent risk and unpredictability, which makes it impossible to predict with any degree of accuracy the overall impact of the litigation referenced below on the value of the Debtors' estates. Many of the cases referenced herein have not pleaded a specified amount of damages. Thus, it is difficult to predict the likelihood of liability or recovery. Where appropriate, the Debtors are pursuing settlement strategies to reduce risk and litigation costs to their estates, and to the extent that any such settlements have been reached, they are noted below.

a. Goodwill Litigation

The American Savings Litigation and the Anchor Litigation (each, as defined below) are two (2) of about 125 related cases that arose out of the savings and loan crisis of 1988 (the "S&L Crisis") and the consequent enactment of FIRREA. Among other things, FIRREA raised the minimum capital requirements for savings institutions and required a phase-out of the amount of supervisory goodwill that could be included in satisfying certain regulatory capital requirements. FIRREA represented an abrupt change in federal policy. The exclusion of supervisory goodwill from the regulatory capital of many

savings institutions required such institutions to replace the lost capital either by issuing new qualifying debt or equity securities or to reduce assets. A number of such institutions and their investors subsequently commenced litigation against the United States seeking damages based on breach of contract and other theories (collectively, the "Goodwill Litigation").

(i) American Savings Bank, F.A.

As part of the resolution of the S&L Crisis, the Federal Savings and Loan Insurance Corporation ("FSLIC") sold American Savings Bank, F.A. ("ASB")—then the largest financial institution ever to have failed—to Keystone Holdings, Inc. ("Keystone"), owned by Keystone Holdings Partners, L.P. ("KH Partners"). At that time, the United States provided to ASB two capital forbearances – a Note Forbearance and a Warrant Forbearance, each as described below. Both forbearances arose from the structure of the original acquisition transaction, which involved a "good bank," ASB, an operating thrift with approximately \$16 billion in liabilities and \$8 billion in assets, and a "bad bank," containing all of the non-performing assets. To balance ASB's assets and liabilities, the FSLIC guaranteed an \$8 billion note (the "Note") to that institution. In addition, the FSLIC received a warrant for 30% (the "Warrant") of ASB's equity, subject to certain preferences.

Although a thrift generally had to maintain capital worth three percent (3%) of liabilities, the United States agreed that such a capital requirement did not make sense from an economic or policy perspective in ASB's case and, therefore, included, as part of the acquisition contract documentation, a "Note Forbearance" waiving such requirement to the extent of the value of the Note on ASB's balance sheet, \$240 million.

Additionally, the United States agreed, for regulatory purposes, and with respect to the Warrant, to waive the GAAP rule which prevented treatment of the Warrant as a capital instrument, pursuant to the "Warrant Forbearance". The Warrant was valued at \$167 million.

In 1990, the United States breached the forbearances, and, in 1992, ASB, Keystone, and certain related parties (the "American Savings Plaintiffs") filed that certain litigation styled American Savings Bank, F.A. v. United States, No. 92-872C (the "American Savings Litigation") in the United States Court of Federal Claims (the "Federal Claims Court"). Keystone and its subsidiaries were thereafter acquired by WMI, with WMI or its subsidiaries succeeding to all the rights of the American Savings Plaintiffs.⁶³ On December 18, 2006, the Federal Claims Court entered a judgment in favor of the

⁶³ Specifically, WMI and KH Partners, together with certain of KH Partners' affiliates, entered into an Agreement for Merger, dated July 21, 1996, as subsequently amended (the "Merger Agreement"), pursuant to which Keystone merged with and into WMI. Pursuant to the Merger Agreement, WMI or its subsidiaries succeeded to all the rights of the American Savings Plaintiffs. Shortly thereafter, WMI, KH Partners, and Escrow Partners, L.P., as successor in interest to the FDIC, as manager of the FSLIC Resolution Fund, together with the BNY Mellon (the "Escrow Agent"), entered into that certain Escrow Agreement, dated December 20, 1996 (as amended, the "Escrow Agreement"), pursuant to which an escrow was established (the "Keystone Escrow") in order to provide investors in Keystone with a contingent payment of cash and Common Equity Interests in the event that the American Savings Litigation were successful. As set forth in the MORs, the Debtors' books and records reflect the reserve of certain funds in accordance with the Escrow Agreement. Such funds are separate and apart from the American Savings Judgment (as defined below), all of which will be retained by WMI. In resolution of all issues between WMI, KH Partners and Escrow Partners, L.P., including, among other things, the Bankruptcy Court's December 29, 2011 approval, discussed below, of the settlement and compromise of the balance of the American Savings Litigation, and the subsequent payment by the United States of the Warrant Award into the Registry Funds, WMI will now, pursuant to the Escrow Agreement, and upon obtaining the approval of the Bankruptcy Court, (i) instruct the Escrow Agent to release certain funds from the Keystone Escrow to Escrow Partners, L.P., in the amount of \$33.6 million, as well as approximately 1.7 million shares of Common Equity Interests, and (ii) release approximately \$5.2 million to WMI, as well as approximately 1.5 million shares of Common Equity Interests, which Common Equity Interests

American Savings Plaintiffs in the amount of approximately \$405 million. The judgment reflected: (a) \$55 million in damages for breach of the Note Forbearance (the "Note Award"), and (b) a \$350 million award in restitution for breach of the Warrant Forbearance.

The \$55 million Note Forbearance damages were calculated under a "cost of capital" theory. In short, the United States had promised that the American Savings Plaintiffs would not have to post capital to support the \$8 billion Note. When the United States breached such promise, the American Savings Plaintiffs were forced to deploy capital that they could have leveraged for growth to support the Note. The cost of that capital was computed at \$55 million.

The \$350 million Warrant Forbearance damages were calculated under a "partial restitution" theory. The American Savings Plaintiffs argued that the contract was meaningfully divisible because the parties had negotiated a specific exchange of the Warrant for the Warrant Forbearance, and that the breach of the Warrant Forbearance meant that the United States should disgorge the profits it made when it cashed in its Warrant as the American Savings Plaintiffs sold ASB to WMI in 1996.

The judgment was appealed. On March 6, 2008, the United States Court of Appeals for the Federal Circuit (the "Federal Circuit") affirmed on liability and affirmed the \$55 million Note Award, but vacated the \$350 million award for breach of the Warrant Forbearance and remanded for consideration of alternate damages theories for that breach.

On September 12, 2008, over the objection of the United States, the Federal Claims Court entered the judgment as a partial final judgment in accordance with the Federal Circuit's affirming order. The Federal Claims Court then ordered the United States to pay the \$55 million Note Award to WMI.

On January 6, 2009, the United States filed a motion for an order lifting the automatic stay to allow the Government to set off the Note Award against amounts allegedly owed by WMI to the Internal Revenue Service (the "Setoff Motion"). The Debtors opposed the Setoff Motion and, on February 16, 2009, the Bankruptcy Court ordered the Note Award be paid into the Bankruptcy Court's registry (the "Registry Funds"), until the proper recipient could be determined. On April 1, 2009, WMI informed the Escrow Agent that the United States had paid the Note Award into the Registry Funds. On August 9, 2010, the United States filed a notice of withdrawal, with prejudice, of any and all rights and interests it has (including setoff rights) with respect to the Registry Funds.

On April 1, 2011, the Federal Claims Court entered a judgment against the United States in the approximate amount of \$83 million for the breach of the Warrant Forbearance (the "Warrant Award") and, together with the Note Award, the "American Savings Judgment"). The United States then filed a motion with the Federal Claims Court to reconsider such judgment, which was subsequently denied. Thereafter, the United States appealed the Warrant Award, and the plaintiffs cross-appealed. Such appeals with respect to the Warrant Award remain pending. On December 21, 2011, the Debtors filed a motion seeking Bankruptcy Court approval of a proposed compromise and settlement of the balance of the American Savings Litigation, the Warrant Award, for a payment of \$50 million by the United States to the American Savings Plaintiffs, provided such payment is received by WMI no later than December 30, 2011. On December 29, 2011, the Bankruptcy Court approved such settlement [D.I. 9282], and the United States shortly thereafter paid the Warrant Award into the Registry Funds.

will be returned to the transfer agent as authorized but unissued shares of WMI common stock. The Debtors believe that such release of cash and stock from the Keystone Escrow will resolve certain claims filed in the Chapter 11 Cases by KH Partners and Escrow Partners, L.P.

In the JPMC Adversary Proceeding, filed on March 24, 2009, JPMC asserted, among other things, that WMB and, consequently, JPMC, which purchased certain assets of WMB, is the rightful beneficiary of the American Savings Judgment rather than WMI. WMI disputes JPMC's ownership interest in the American Savings Judgment.

Pursuant to the Global Settlement Agreement, JPMC, the FDIC Receiver, and FDIC Corporate have agreed to waive and release any and all rights and Claims associated with the American Savings Litigation, including, without limitation, any rights and Claims to (A) the Registry Funds, and (B) any funds held in escrow pursuant to that certain Escrow Agreement, dated December 20, 1996, by and among WMI, Keystone Holdings Partners, L.P., Escrow Partners, L.P. and BNY Mellon.

(ii) Anchor Savings Bank FSB

In January 1995, Anchor Savings Bank FSB ("Anchor"), filed suit against the United States Government for breach of contract arising out of FIRREA and for unspecified damages involving supervisory goodwill related to its acquisition of several troubled savings institutions from 1982-1985 (the "Anchor Litigation"). The Dime Savings Bank of New York, FSB ("Dime Bank") acquired Anchor shortly after the case was commenced and Dime Bank assumed the rights under the litigation against the Government. Dime Bancorp, Inc. ("Dime Inc."), the parent company to Dime Bank, distributed a Litigation Tracking Warrant™ (a "Dime Warrant") for each share of its common stock outstanding on December 22, 2000 to each of its shareholders on that date based on the value of the recovery in the Anchor Litigation. In January 2002, Dime Bank and Dime Inc. merged into WMB and WMI, respectively. As a result of these mergers, the Dime Warrants are now, when exercisable, exchangeable for shares of WMI's common stock. Prior to the Petition Date, the Dime Warrants traded on the Nasdaq National Market under the symbol "DIMEZ." On October 30, 2008, WMI received a notice from Nasdaq delisting the Dime Warrants and the Dime Warrants ceased trading on November 6, 2008. WMI filed a Form 25-NSE with the SEC on November 14, 2008 which removed the Dime Warrants from listing and registration on the Nasdaq.

In a series of decisions issued in 2002, the Federal Claims Court concluded that FIRREA breached the Government's supervisory goodwill contracts with Anchor. Thereafter, in a decision dated March 14, 2008, the Federal Claims Court held that Anchor was entitled to recover lost profits and other damages in the amount of approximately \$382 million, plus an undetermined amount for a gross-up of tax liabilities. On July 16, 2008, the court reduced the judgment to approximately \$356 million. On March 10, 2010, the Federal Circuit Court of Appeals affirmed the judgment of approximately \$356 million, and also remanded the case to the Court of Federal Claims for further determination of whether that court had made a calculation error and should increase the damage award by as much as an additional \$63 million.

Similar to the American Savings Judgment, in the JPMC Adversary Proceeding, JPMC has asserted that it, rather than WMI, is entitled to the damage award relating to the Anchor Litigation. Pursuant to the Global Settlement Agreement and sections 363 and 365 of the Bankruptcy Code, WMI will be deemed to have sold, transferred and assigned to JPMC, or otherwise waived or relinquished, any and all right, title and interest it may have in the Anchor Litigation, free and clear of any liens, Claims, interests and encumbrances, including, without limitation, any liens, Claims, interests and encumbrances of holders of the Dime Warrants, and the FDIC Receiver and FDIC Corporate will 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.

On June 11, 2010, Anchor filed (a) a motion to amend the award of mitigation damages, increasing it by \$63 million and (b) a motion for award of a tax gross-up, in which Anchor noted that JPMC had acquired the damage award relating to the Anchor Litigation and was now the real party in

interest. On August 10, 2010, the United States Government filed a motion to dismiss in the Federal Claims Court, on the grounds that JPMC is not Anchor's successor-in-interest and, therefore, lacks standing. Oral argument on the motion to amend the award of mitigation damages, the motion for award of a tax gross-up, and the motion to dismiss was held on September 14, 2011, and the matter is currently *sub judice*.

b. Buus Litigation

In *Buus, et. al. v. WaMu Pension Plan, et al.*, No. 07-903 (W.D. Wash.) (the "Buus Litigation"), plaintiffs, representing a class of current and former WaMu Pension Plan (as defined below) participants, claimed that the WaMu Pension Plan's cash balance formula for calculating pension benefits violates the Employee Retirement Income Security Act of 1974, as Amended, 29 U.S.C. § 1001, et seq. ("ERISA") and that the WaMu Pension Plan failed to comply with ERISA's notice and disclosure provisions. The WaMu Pension Plan and the Plan Administration Committee were named defendants in the Buus Litigation. On December 18, 2007, the Washington District Court granted in part and denied in part the named defendants' motion to dismiss plaintiffs' amended complaint. Specifically, the Washington District Court held that the WaMu Pension Plan is not discriminatory because it does not reduce the rate of benefit accrual on the basis of age. The Washington District Court dismissed all claims except for the claim that the WaMu Pension Plan failed to provide notice of reduction in rate of benefit accrual in violation of ERISA § 204(h). The defendants filed their answer and affirmative defenses to the Amended Class Action Complaint on April 30, 2008.

On October 2, 2008, shortly after the commencement of these Chapter 11 Cases, the Washington District Court entered an order staying the litigation for thirty days and directing the parties to submit a joint status report at the end of such period. Subsequently, plaintiffs and defendants in the Buus Litigation filed numerous status reports with the Washington District Court, informing that court of, inter alia, the status of the Chapter 11 Cases and the corresponding litigation between the Debtors, the FDIC, and JPMC relating to, among other issues, the disposition of the WaMu Pension Plan and the ownership of the Debtors' other significant assets. As set forth above, in the JPMC Adversary Proceeding, JPMC contends that it should be entitled to assume and continue the WaMu Pension Plan but without taking responsibility for the Buus Litigation.

Named plaintiffs in the Buus Litigation, individually and on behalf of the certified class, timely filed proofs of Claim against WMI in these Chapter 11 Cases in connection with the Buus Litigation (the "Buus Claims").

On September 1, 2009, the Buus plaintiffs filed a motion for relief from the automatic stay to continue prosecuting the Buus Litigation, which motion was timely opposed by the Debtors. WMI contended that the prosecution of the Buus Litigation should be postponed until the dispute regarding the sponsorship of the WaMu Pension Plan with JPMC is resolved so that the proper party in interest could take responsibility for defending claims asserted in the Buus Litigation.

On June 29, 2010, the Debtors, the Plan Administrative Committee, the WaMu Pension Plan, and the named plaintiffs in the Buus Litigation entered into that certain Buus Class Action Settlement Agreement, which agreement has been consummated. Pursuant to the settlement, the liabilities of the WaMu Pension Plan to those participants of the WaMu Pension Plan who are members of the settlement classes will be increased by the amount of \$20 million, less, among other things, certain fees and expenses associated with implementation of the settlement and fees and expenses of lead plaintiffs' counsel. On July 27, 2010, the Washington District Court entered an order preliminarily approving the Buus Class Action Settlement Agreement. On August 3, 2010, the Debtors filed a motion seeking approval of the Buus Class Action Settlement Agreement by the Bankruptcy Court and

disallowance of the Buus Claims and other proofs of Claim filed in these Chapter 11 Cases relating to the Buus Litigation. By order, dated October 20, 2010, the Bankruptcy Court approved the Buus Class Action Settlement Agreement and disallowed the Buus Claims and other Claims filed against the Debtors in the Chapter 11 Cases asserting rights to recovery on the same or similar bases as asserted in the Buus Litigation. On October 22, 2010, the plaintiffs filed a motion seeking final approval of the settlement by the Washington District Court. On October 29, 2010, the Washington District Court held a hearing to consider final approval of the Buus Class Action Settlement Agreement and, on the same day, entered an order approving the settlement and dismissing, with prejudice, all counts asserted in the Buus Litigation.

Pursuant to the Global Settlement Agreement, JPMC agreed that it would support and take such action as was reasonably requested by the Debtors to consummate any settlement of the Buus Litigation provided that such settlement did not impact the assets and liabilities associated with the WaMu Pension Plan in an amount greater than \$20 million and JPMC would not be entitled to seek recovery under the applicable insurance policies with respect to Claims arising from or relating to the Buus Litigation. As more fully described in the Global Settlement Agreement, JPMC and the Debtors have agreed that WMI will transfer sponsorship of any interests it may have in the WaMu Pension Plan to JPMC, and JPMC will assume sponsorship of the WaMu Pension Plan.

c. *Youkelsone Litigation*

On January 21, 2009, Nadia Youkelsone, *pro se*, commenced an adversary proceeding against WMI. Ms. Youkelsone's complaint asserts various causes of action, including, but not limited to, abuse of process, breach of contract and implied warranties, unjust enrichment, consequential damages, bad faith and misrepresentation, fraud and deceit related to her residential mortgage with WMB. The Debtors filed a motion to dismiss Ms. Youkelsone's complaint on the ground that, among other things, Ms. Youkelsone sued the wrong party because WMB and not WMI was the owner and/or servicer of her mortgage, which motion was granted by the Bankruptcy Court. Ms. Youkelsone subsequently filed an amended complaint, which the Debtors again moved to dismiss. On August 13, 2010, the Bankruptcy Court granted the Debtors' motion to dismiss the amended complaint. Ms. Youkelsone filed an appeal of this decision. The appeal has been fully briefed and the parties await a ruling from the Delaware District Court.

d. *ERISA, Securities, and Related Litigation*

(i) The Multi-District Litigation

On November 28, 2007, WMI moved before the Federal Judicial Panel on Multi-District Litigation for an order to consolidate multiple ERISA, securities, and derivative actions (described below), and transfer the consolidated actions to the Washington District Court. As a result of the November 28th motion, all the federally filed cases pending outside the Western District of Washington were transferred to the Washington District Court and assigned to Judge Marsha J. Pechman for coordinated or consolidated pretrial proceedings with the actions pending in the district. On May 7, 2008, Judge Pechman entered an order consolidating the ERISA actions into a single case, *In re Washington Mutual, Inc. ERISA Litigation*, No. C07-1874 MJP (the "Consolidated ERISA Litigation"), and the securities actions into a single case, *In re Washington Mutual, Inc. Securities Litigation*, No. C08-387 MJP (the "Consolidated Securities Litigation"). Judge Pechman also consolidated the federally-filed derivative actions on May 21, 2008 into two tracks: *In re Washington Mutual, Inc. Derivative Litigation (Demand Made Actions)*, No. C08-566 MJP, and *In re Washington Mutual, Inc. Derivative Litigation (Demand Futile Actions)*, No. C07-1826 MJP (collectively, the "Consolidated Federal Derivative Actions"). Thus, the multi-district litigation, *In re Washington Mutual, Inc., Sec., Deriv. & ERISA Litig.*, No. 2:08-md-1919 (MJP) (the "MDL"), aggregated the Consolidated ERISA Litigation, the Consolidated

Securities Litigation, and the Consolidated Federal Derivative Actions. A scheduling order issued on November 25, 2009 set the discovery and trial-related schedule for both the Consolidated ERISA Litigation and the Consolidated Securities Litigation. On January 23, 2009, Judge Pechman dismissed the Consolidated Federal Derivative Actions, without prejudice, for lack of standing to bring suit.

(ii) Consolidated ERISA Litigation

Beginning on November 20, 2007, several ERISA class actions (the “ERISA Actions”) were filed against WMI, certain of its officers and directors, and, in some cases, the Washington Mutual, Inc. Human Resources Committee (the “HRC”), the Plan Administration Committee (the “PAC”), and Plan Investment Committee (the “PIC”) of the WaMu Savings Plan, a tax-qualified plan under section 401(a) of the Internal Revenue Code. Such ERISA Actions include *Bushansky v. Washington Mutual, Inc., et al.*, No. C07-1874 (W.D. Wa. Filed Nov. 20, 2007), *Ware v. Washington Mutual, Inc., et al.*, No. C07-1997 (W.D. Wash. Filed Dec. 13, 2007), and *Marra v. Washington Mutual, Inc., et al.*, No. C07-2076 (W.D. Wash. Filed Dec. 27, 2007), along with many other ERISA-based litigations stemming from the same set of facts and allegations. As detailed above, on May 7, 2008, all of those ERISA Actions were consolidated into a single case, the Consolidated ERISA Litigation, proceeding as part of the MDL. In the Consolidated ERISA Litigation, plaintiffs filed a Consolidated Amended Complaint on August 5, 2008. On February 19, 2009, after WMI filed for bankruptcy, plaintiffs filed a Second Amended Complaint removing WMI as a defendant due to the automatic stay, while proceeding against other defendants.

In the Second Amended Complaint, the plaintiffs asserted six ERISA-based claims for breaches of fiduciary duty with respect to alleged imprudent investment in WMI stock by the WaMu Savings Plan during the period from October 19, 2005 to September 26, 2008. Prior to plaintiffs’ removal of WMI as defendant, all six claims were asserted against WMI. The Second Amended Complaint alleged claims against defendants JPMC, former CEO Kerry Killinger, and members of the HRC, the PAC, and the PIC. In connection with the claims asserted in the Consolidated ERISA Litigation, plaintiffs Bushansky, Ware, and Marra individually filed proofs of claim against WMI in these Chapter 11 Cases, in addition to a class claim (collectively, the “ERISA Claims”).

On October 5, 2009, Judge Pechman ruled on defendants’ motions to dismiss the Consolidated ERISA Litigation. All claims were dismissed against Mr. Killinger and JPMC, and certain claims were dismissed as to the HRC, PIC, and PAC defendants.

Subsequent to Judge Pechman’s ruling on the motions to dismiss, plaintiffs moved the court to direct entry of final judgment under Fed. R. Civ. P. 54(c) with respect to the dismissal of JPMC so as to allow plaintiffs the opportunity to appeal the dismissal to the Ninth Circuit Court of Appeals. The HRC, PIC, and PAC (the “Committee Defendants”) cross-moved for an interlocutory appeal to the Ninth Circuit regarding the denial of their motions to dismiss, but only in the event that plaintiffs’ Rule 54(c) motion is granted. Also, the HRC defendants moved for reconsideration of that portion of the order denying their motions to dismiss. On November 30, 2009, Judge Pechman denied the HRC defendants’ motion for reconsideration. Furthermore, on January 11, 2010, Judge Pechman issued an order denying, without prejudice, plaintiffs’ motion for entry of final judgment against JPMC, allowing plaintiffs to bring a renewed motion after the district court rules on class certification. The district court’s ruling rendered moot the Committee Defendants’ conditional cross-motion for interlocutory appeal.

Thereafter, on January 15, 2010, all remaining defendants filed answers to the Second Amended Complaint, and the parties subsequently commenced discovery.

On June 18, 2010, the plaintiffs in the Consolidated ERISA Litigation and certain current and former defendants, including WMI and JPMC, entered into an agreement to settle the Consolidated ERISA Litigation, which agreement has been consummated. Pursuant to the settlement agreement, among other things, certain of WMI's insurers agreed to make a one-time payment of \$49 million to a settlement fund for distribution, net of certain expenses, to members of a class certified by the Washington District Court solely for settlement purposes. The Washington District Court preliminarily approved the settlement on August 6, 2010. On August 13, 2010, the Debtors filed a motion with the Bankruptcy Court seeking that court's approval of the settlement and requesting that the ERISA Claims be expunged, in their entirety, upon consummation of the settlement. By order, dated October 21, 2010 (as corrected, by order, dated October 22, 2010), the Bankruptcy Court approved the settlement and ordered, among other things, that the ERISA Claims and other claims filed against the Debtors in these Chapter 11 Cases asserting rights to recover on the same or similar bases as asserted in the Consolidated ERISA Litigation are expunged and disallowed in their entirety. A hearing to consider final approval of the settlement by the Washington District Court was held on November 5, 2010, and the Washington District Court approved the settlement, by order, dated January 7, 2011. Upon information and belief, the settlement of the ERISA Litigation has been consummated, and the settlement proceeds have been distributed to members of the settlement class.

(iii) Consolidated Securities Litigation

Beginning in November 2007, certain securities class actions were filed against WMI and certain other defendants,⁶⁴ alleging violations of Sections 10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder. As discussed above, the Washington District Court consolidated these actions, along with any related pending or subsequently filed actions, into the Consolidated Securities Litigation, Lead Case No. C08-0387 MJP, proceeding as part of the MDL. The Washington District Court appointed Ontario Teachers' Pension Plan Board ("Ontario Teachers") as lead plaintiff in the Consolidated Securities Litigation. On May 13, 2008, Brockton Contributory Retirement System ("Brockton") commenced an action alleging claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the "Securities Act") against certain of WMI's former officers and directors, underwriters and WMI's former auditor, which action was subsequently consolidated into the Consolidated Securities Litigation. As a result of the commencement of these Chapter 11 Cases, the Consolidated Securities Litigation has been stayed as to WMI, while proceeding against other defendants.

On June 15, 2009, lead plaintiff filed the Amended Consolidated Class Action Complaint (the "Amended Complaint"), which included Brockton, Pompano Beach Police and Firefighters' Retirement System, Harlan Seymour, and Police and Fire Retirement System of the City of Detroit as additional named plaintiffs. The Amended Complaint asserted claims under Sections 10(b) and 20(a) of the Exchange Act, and Rule 10b-5 promulgated thereunder, based upon alleged misstatements and omissions by WMI and certain of its former officers and directors, between October 19, 2005 and July 22, 2008, regarding, among other things, the financial condition of WMI and WMB. The Amended Complaint also asserted claims under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 against WMI, numerous underwriters and WMI's former auditor in relation to alleged untrue statements and omissions in the registration statement and offering documents for four public offerings WMI conducted during the class period.

⁶⁴ These actions include *Koesterer v. Washington Mutual, Inc., et al.*, No. C08-0387 MJP; *Abrams and Roffe v. Washington Mutual, Inc., et al.*, No. C08-388 MJP; and *Garber v. Washington Mutual, Inc., et al.*, No. C08-465 MJP. A fourth putative securities class action complaint, *Nelson v. Woods, et al.*, No. C 07-1809 MJP, was filed in the W.D. Washington District Court and was voluntarily dismissed, without prejudice, on March 3, 2008.

On July 17, 2009, defendants (other than WMI, against which the action had been stayed) filed motions to dismiss the Amended Complaint. By order, dated October 27, 2009, Judge Pechman sustained the Exchange Act claims against all the defendants against whom they were asserted and dismissed certain of the Sections 11 and 12(a)(2) claims for failure to establish standing, but sustained all other Securities Act claims.

In connection with the claims asserted in the Consolidated Securities Litigation, Ontario Teachers and Brockton filed individual proofs of claim in these Chapter 11 Cases, and Ontario Teachers filed an additional class claim (collectively, the “Securities Plaintiffs’ Claims”). WMI objected to the Securities Plaintiffs’ Claims on the ground that, among other things, they are subject to mandatory subordination pursuant to section 510(b) of the Bankruptcy Code. Subsequent to the filing of that objection, WMI and the plaintiffs agreed to a consensual resolution of that objection whereby the plaintiffs would stipulate to the subordination of their claims consistent with section 510(b) of the Bankruptcy Code. The stipulation was approved by the Bankruptcy Court, by order, dated May 19, 2010.

On April 30, 2010, Ontario Teachers filed a motion for class certification, which was fully briefed and argued to the Washington District Court. By order, dated October 12, 2010, the district court granted in part and denied in part the motion for class certification. Coordinated merits depositions commenced on October 4, 2010.

Subsequently, the lead plaintiff and the individual defendants engaged in extensive arm’s length negotiations that included mediation sessions in February and March 2011. On June 30, 2011, the lead plaintiff, the individual defendants and WMI entered into an agreement to settle the Consolidated Securities Litigation and the Securities Plaintiffs’ Claims on terms that include the use of the proceeds of certain directors and officers insurance policies to fund payment of the \$105 million settlement amount.⁶⁵ The Washington District Court preliminarily approved the settlement, by order, dated July 21, 2011. On August 4, 2011, the Debtors filed a motion with the Bankruptcy Court seeking approval of the settlement and requesting that the Securities Plaintiffs’ Claims be deemed withdrawn, with prejudice, in their entirety, upon the effective date of the settlement agreement. The Bankruptcy Court approved the settlement by order, dated September 6, 2011. A hearing to consider final approval of the settlement by the Washington District Court was held on November 4, 2011 and, on the same day, the Washington District Court entered an order finally approving the settlement.

(iv) Tag Along Actions

Additional individual securities actions were removed from California state court and Oregon state court and consolidated into the MDL for purposes of discovery. WMI is not a named defendant in these additional actions. Only one such case, *Angello v. Killinger, et. al*, Case No. 37-2011-00087474-CU-PO-CTL (Cal. Super. Ct. S.D. Co.), transferred to Case No. 2:11-cv-1336 (W.D. Wash.), currently is active. The action styled *Sweet v. Killinger*, No. C09-1718 MJP, was dismissed, with prejudice, subsequent to consolidation. The actions styled *Flaherty & Crumrine Preferred Income Fund v. Killinger et al.*, 09-1756 MJP (the “Flaherty Action”) and *In re Washington Mutual, Inc. California Securities Litigation*, Lead Case No. C09-664 MJP (the “California Securities Litigation”) each were dismissed by the Washington District Court, with prejudice, on May 11, 2011, subject to the execution of agreements to settle such actions. On June 24, 2011 and July 11, 2011, the respective plaintiffs and defendants in each action, and WMI, entered into agreements to settle the California Securities Litigation and Flaherty Action, respectively, each on terms that include the use of certain directors and officers

⁶⁵ On the same day, lead plaintiff also entered into separate agreements with the underwriters and WMI’s former auditor to settle the Consolidated Securities Litigation

insurance policies to fund payment of the respective settlement amounts. The Bankruptcy Court approved both settlements, by separate orders, each dated September 6, 2011.

e. South Ferry Securities Litigation

Beginning on July 20, 2004, several securities class actions were filed against WMI and certain of its officers and directors on behalf of purchasers of certain WMI securities during the period from April 15, 2003 through June 28, 2004 (the “South Ferry Class Period”). On November 15, 2004, Judge Coughenour of the Washington District Court consolidated the securities actions into a single case, *South Ferry LP #2 v. Killinger, et al.*, Master File No. CV04-1599 JCC (the “South Ferry Securities Litigation”). On November 30, 2004, Judge Coughenour appointed lead plaintiffs. On March 1, 2005, the lead plaintiffs filed a consolidated complaint alleging violations of the federal securities laws. The claims asserted in the South Ferry Securities Litigation are based on different factual allegations and involve a different class period than those asserted in the Consolidated Securities Litigation, and the cases are not related.

On November 17, 2005, Judge Coughenour denied defendants’ motion to dismiss with respect to WMI and certain individual defendants and granted the motion to dismiss with respect to other individual defendants. On February 3, 2006, the remaining defendants filed an answer to the complaint. Subsequent to Judge Coughenour’s ruling on the motion to dismiss, the defendants additionally sought and were granted permission to seek an interlocutory appeal, which the United States Court of Appeals for the Ninth Circuit heard and, on September 9, 2008, decided, ultimately remanding the case to Judge Coughenour. On October 1, 2009, Judge Coughenour denied the defendants’ post-remand motion to dismiss the action.

The South Ferry Securities Litigation has been stayed as to WMI due to WMI’s bankruptcy filing. On March 30, 2009, plaintiffs South Ferry LP #2, Metzler Investment GmbH, and Walden Management Co. Pension Plan individually filed proofs of claim against WMI in the Chapter 11 Cases, in addition to a class claim (collectively, the “South Ferry Claims”). WMI objected to the South Ferry Claims on the ground that, among other things, they are subject to mandatory subordination pursuant to section 510(b) of the Bankruptcy Code. Subsequent to the filing of that objection, WMI and the plaintiffs agreed to a consensual resolution of that objection whereby the plaintiffs agreed to the subordination of their claims consistent with section 510(b) of the Bankruptcy Code. The stipulation was approved by the Bankruptcy Court, by order, dated May 19, 2010.

On March 15, 2010, South Ferry LP #2 voluntarily withdrew as lead plaintiff for lack of standing. On March 22, 2010, lead plaintiffs Metzler and Walden filed a motion seeking to certify a class consisting of all persons who purchased the common stock of WMI during the South Ferry Class Period and who were damaged thereby. On January 6, 2011, the Washington District Court certified the proposed class and certified Walden as class representative, but denied appointing Metzler as class representative.

Lead plaintiffs and the individual director and officer defendants engaged in mediation and, after additional extensive arm’s length negotiations, on October 5, 2011, lead plaintiffs, the individual defendants and WMI entered into an agreement to settle the South Ferry Securities Litigation and the South Ferry Claims⁶⁶ on terms that include the use of the proceeds of certain directors and officers

⁶⁶ On October 17, 2011, South Ferry LP #2 withdrew its proof of claim, with prejudice, in its entirety. Pursuant to the terms of the settlement agreement, the remaining South Ferry Claims will be deemed withdrawn upon the effective date of the settlement agreement.

insurance policies to fund the payment of the \$41.5 million settlement amount. The settlement was preliminarily approved by the Washington District Court on December 2, 2011 and approved by the Bankruptcy Court on January 4, 2012. The settlement remains subject to final approval by the Washington District Court.

f. Cassese Litigation

On June 6, 2005, in the District Court for the Eastern District of New York, Denise Cassese, George Rush and Richard Schroer, as representatives of a nationwide class, filed a class action lawsuit styled *Cassese v. Washington Mutual, Inc.*, No. 05-cv-2724 (ADS)(ARL)(E.D.N.Y.) (the "Cassese Litigation"), against WMI and certain of its subsidiaries regarding the servicing of loans by WMB, or other former subsidiaries of WMI, and the charging of certain fees in connection with requests for payoff statements or the prepayment of such loans. On April 2, 2009, the class representatives filed a motion in the Bankruptcy Court for relief from the automatic stay in order to continue to pursue their litigation against WMI in the district court, which motion was opposed by the Debtors. By order, dated September 10, 2009, the Bankruptcy Court modified the automatic stay so as to permit the Cassese Litigation to continue in the district court.

On September 30, 2009, the district court granted plaintiffs' motion to certify a class against WMI. WMI subsequently filed a joinder to defendant FDIC's motion to decertify the class and to its motion for a protective order to stay discovery, pending the motion to decertify. Additionally, plaintiffs filed a motion to add a plaintiff to the case and to substitute or add JPMC as a defendant.

In connection with the claims asserted in the Cassese Litigation, plaintiffs, their counsel, and counsel for the class filed proofs of Claim against WMI on their own behalf and purportedly on behalf of the class (collectively, the "Cassese Claims"). The Debtors objected to those proofs of Claim to, among other things, preserve their rights to move to estimate the Cassese Claims for purposes of allowance pursuant to sections 105(a) and 502(c) of the Bankruptcy Code. On April 5, 2010, plaintiffs responded to the objection, and, on November 17, 2010, WMI filed a motion to estimate, among other unliquidated Claims, the Cassese Claims. Plaintiffs also filed objections to the Debtors' Sixth Amended Plan. On December 16, 2010, WMI filed a certification of counsel wherein it revised its estimate of the Cassese Claims.

On May 13, 2010, the district court issued a decision that, among other things, (1) granted the FDIC's motion to decertify the class as to WMB/FDIC, but not as to WMI; (2) granted the FDIC's motion for partial judgment on the pleadings; (3) denied, without prejudice to renew, plaintiffs' motion to add a plaintiff; and (4) denied, without prejudice to renew, plaintiffs' motion to substitute JPMC or add it as a defendant.

On May 27, 2010, the plaintiffs' filed a motion for reconsideration of their motion to add a plaintiff. In addition, pursuant to Fed. R. Civ. P. 23(f) and Fed. R. App. P. 5, the plaintiffs filed in the United States Court of Appeals for the Second Circuit (the "Second Circuit") a request for leave to appeal the district court's decision granting the FDIC's motion to decertify the class as to WMB/FDIC. On August 17, 2010, the Second Circuit denied this request.

On June 14, 2010, WMI filed a motion for judgment on the pleadings or, in the alternative, to decertify the class. In its motion, WMI argued that the district court should dismiss the case on grounds that plaintiffs fail to state any plausible claim for relief against WMI under any veil-piercing or indirect theory of liability. In addition, because the district court decertified the WMB/FDIC class, WMI moved alternatively to decertify the WMI class. On October 18, 2010, the district court denied WMI's motion for judgment on the pleadings and, alternatively, its motion to decertify the WMI

class. WMI timely filed a petition in the Second Circuit pursuant to Fed. R. Civ. P. 23(f) and Fed. R. App. P. 5 to appeal the district court's October 18, 2010 decision and order, which petition was withdrawn without prejudice to WMI's right to reinstatement in connection with the settlement agreement described below.

On November 17, 2010, the plaintiffs in the Cassese Litigation filed their Third Amended Class Action complaint.

Subsequently, on February 15, 2011, WMI and the plaintiffs, on behalf of themselves and all others similarly situated, entered into an agreement to settle, among other things, the Cassese Litigation and the Cassese Claims. Pursuant to the settlement agreement (and with the approval of the Bankruptcy Court, as noted below), among other things, (i) WMI has made a one-time deposit of \$13 million (the "Settlement Fund") into an account for distribution, net of certain expenses and fees, to members of a class certified by the district court for settlement purposes only, and (ii) upon consummation of the settlement agreement, the Cassese Claims will be deemed reduced and allowed, in the aggregate, in an amount equal to the Settlement Fund, and disallowed to the extent such Claims, in the aggregate, exceed the amount of the Settlement Fund, and each of the Cassese Claims will be deemed satisfied in full, such that the holders of the Cassese Claims will have no rights arising under or related to the chapter 11 plan, including any right to receive a distribution from WMI pursuant to the plan or to make elections with respect thereto. By order, dated March 10, 2011, the district court preliminarily approved the settlement. On March 31, 2011, the Debtors filed a motion with the Bankruptcy Court seeking approval of the settlement, which settlement was approved by the Bankruptcy Court, by order, dated May 2, 2011. A hearing to consider final approval of the settlement by the district court was held and, on September 21, 2011, the district court entered a final order and judgment approving the settlement. Subsequent thereto, several notices of appeal were filed with the Second Circuit.

g. Mortgage Pass-Through Litigation

On August 4, 2008, New Orleans Employees' Retirement System and MARTA/ATU Local 732 Employees Retirement Plan (together, the "Mortgage Pass-Through claimants"), on their own behalf and on behalf of a class of persons and entities (the purported "Pass-Through Class") who purchased certain mortgage-backed certificates issued by twenty-six Washington Mutual Mortgage Pass-Through Trusts (the "Pass-Through Trusts") pursuant to a registration statement filed by WaMu Asset Acceptance Corp. ("WMAAC"), a wholly-owned subsidiary of WMB, with the SEC on December 20, 2005, as supplemented on January 3, 2006, commenced that certain action styled as *New Orleans Employees' Retirement System, et al. v. Federal Deposit Insurance Corporation, et al.*, No. C09-134RSM (W.D. Wash.) in Washington state court against WMI, WMAAC, the Pass Through Trusts, and certain individual defendants alleging violations of Sections 11, 12(a)(2) and 15 of the Securities Act, 15 U.S.C. § 77a, et seq. (the "Mortgage Pass-Through Litigation"). Prior to the Petition Date, WMAAC pooled certain mortgage loans originated by WMB and securitized them into mortgage-backed securities ("MBS"). WMAAC then sold the MBS to the Pass-Through Trusts which, in turn, sold certificates representing interests in the monthly distributions of principal and interest from the underlying mortgages. In the Mortgage Pass-Through Litigation, the Mortgage Pass-Through claimants allege that WMI and WMAAC systematically and deliberately inflated the appraised values of the properties that secured the underlying mortgages and that by pooling and selling mortgages to the issuing trusts, WMI and WMAAC shifted the undisclosed and increased risk of loss to purchasers of the certificates including the Mortgage Pass-Through claimants and the purported Pass-Through Class.

The Mortgage Pass-Through claimants filed an amended complaint in the Mortgage Pass-Through Litigation on December 16, 2008, which complaint excluded WMI as a defendant due to the automatic stay. On January 28, 2009, the state court granted the unopposed motion of the FDIC, as

receiver, to substitute in the place of WMB as a party defendant. On January 29, 2009, defendant FDIC filed a notice of removal in the state court, requesting that the action be removed to the Washington District Court. Concurrently, on January 12, 2009, Boilermakers National Annuity Trust Fund (“Boilermakers”) filed a complaint in the Washington District Court captioned *Boilermakers National Annuity Trust Fund v. WaMu Mortgage Pass-Through Certificates, et al.*, Case No. 09-0037 (the “Boilermakers’ Complaint”). Like the original complaint filed by the Mortgage Pass-Through claimants, the Boilermakers’ Complaint asserted claims under the Securities Act in connection with certain certificates. On February 19, 2009, the defendants moved to consolidate their lawsuit with the Mortgage Pass-Through Litigation, and, on August 14, 2009, the Washington District Court ordered consolidation of three related cases – the Boilermakers’ action, the original Mortgage Pass-Through claimants’ action, and a third related action (as consolidated, the “Boilermakers Consolidated Action”). The court appointed The Policemen’s Annuity and Benefit Fund for the City of Chicago (the “Chicago PABF”) as lead plaintiff for the Boilermakers Consolidated Action on October 23, 2009.

Thereafter, on October 30, 2009, a fourth action was filed by Doral Bank Puerto Rico (“Doral Bank”) in the Washington District Court as a related case to the Boilermakers Consolidated Action (the “Doral Action”). The allegations set forth in the Doral Action are substantially similar to the collective complaints consolidated in the Boilermakers Consolidated Action. The Doral Action asserted the same violations of the federal and state securities acts and the same common law claims against certain of the same defendants in the Boilermakers Consolidated Action, but alleged those violations in connection with Washington Mutual Pass-Through Trusts that were not included in the Boilermakers Consolidated Action. The Doral Action was transferred to Judge Pechman because it was related to the Boilermakers Consolidated Action.

Because of the substantial similarities and relatedness between the Doral Action and Boilermakers Consolidated Action, Doral Bank and Chicago PABF filed a joint motion to consolidate the Doral Action and Boilermakers Consolidated Action on November 19, 2009. Thereafter, on November 23, 2009, a Consolidated First Amended Securities Class Action Complaint was filed in the Boilermakers Consolidated Action, naming Doral Bank as an additional named plaintiff and incorporating the allegations asserted in the Doral Action.

By order, dated December 18, 2009, the district court denied the motion to consolidate the Doral Action and Boilermakers Consolidated Action pending issuance of notice in the Doral Action and the appointment of lead plaintiff therein. Thereafter, on December 31, 2009, a First Amended Securities Class Action Complaint was filed in the Doral Action. On March 24, 2010, the district court consolidated the Doral Action and the Boilermakers Consolidated Action into a single consolidated action, and appointed Chicago PABF and Doral Bank as co-lead plaintiffs in that action. On April 1, 2010, Chicago PABF and Doral Bank filed the Second Amended Consolidated Complaint alleging violations of Sections 11, 12 and 15 of the Securities Act. On September 28, 2010, the district court entered an order granting in part and denying in part motions to dismiss that had been filed by certain defendants.

On March 30, 2009, the Mortgage Pass-Through claimants filed a proof of claim against WMI in these Chapter 11 Cases in the approximate amount of \$39.8 billion. On January 18, 2010, Chicago PABF filed an amended proof of claim against WMI, reflecting the then-current Claims based upon the causes of action alleged in the Boilermakers Consolidated Complaint. The amended proof of claim superseded the March 30, 2009 proof of claim. The Debtors have objected to the amended proof of claim on various grounds including that the state law claims are preempted, that the claimants have failed to establish loss causation, that WMI was not a controlling person to any entities that committed securities violations, that there were no underlying securities law violations, that the federal claims are barred by the statute of limitations, and that because WMI was removed as a defendant in the Mortgage Pass-Through

Litigation, which litigation gives rise to the proof of claim, neither WMI nor WMI Investment have any liability with respect to the allegations contained in the lawsuit.

On March 11, 2011, plaintiffs filed a motion seeking certification of a class of all persons or entities that purchased MBS sold in one hundred twenty three (123) separate tranches of securities in six (6) separate offerings. Plaintiffs themselves purchased securities in only thirteen (13) of the one hundred twenty three (123) tranches. On June 30, 2011, certain defendants filed a motion for judgment on the pleadings, seeking to dismiss plaintiffs' claims with respect to the one hundred ten (110) tranches of securities that plaintiffs did not purchase, on the basis that plaintiffs lacked standing to pursue such claims. By order, dated October 21, 2011, the Washington District Court (i) granted the defendants' motion for judgment on the pleadings, finding that plaintiffs lacked standing to pursue claims tied to the MBS tranches that they did not purchase and dismissing such claims, and (ii) granted plaintiffs' motion for class certification with respect to a class of entities and persons who purchased certificates from the thirteen (13) tranches of MBS that the plaintiffs actually purchased.

Pursuant to that certain *Stipulation Resolving Debtors' Amended Thirty-Second Omnibus (Substantive) Objection With Respect to Claim Nos. 3812 and 2689* [D.I. 6068], dated November 23, 2010, by and among the Debtors, MARTA/ATU Local 732 Employees Retirement Plan, individually, and Chicago PABF and Doral Bank, as lead plaintiffs on behalf of the putative class in the Boilermakers Consolidated Action, the parties thereto agreed that certain Claims filed by and on behalf of the Boilermakers Plaintiffs would be withdrawn, without prejudice to the re-filing of such Claims in the event that a plan was filed that would provide recovery to holders of Allowed Subordinated Claims. Certain Boilermaker Plaintiffs argued that they are now permitted to refile their Claims because the Seventh Amended Plan provides for a conditional distribution to holders of Allowed Subordinated Claims. In the Boilermaker Plaintiffs' objection to this Disclosure Statement [D.I. 9316], filed January 4, 2012, the Boilermaker Plaintiffs asserted that they are entitled to re-file their Claims as General Unsecured Claims rather than as Subordinated Claims. On January 10, 2012 Chicago PABF, Doral Bank, and Boilermakers asserted a new proof of Claim, asserted in the amount of "at least \$273 million," on behalf of the class in the Boilermakers Consolidated Action. The Debtors dispute this Claim, and, as of the date of this Disclosure Statement, no party has moved to estimate such Claim.

h. Alexander and Reed Putative Class Action

On October 22, 2007, Robert Alexander and James Reed filed a putative class action lawsuit⁶⁷ against WMI, WMB, FSB, and WMMRC in the United States District Court for the Eastern District of Pennsylvania, styled *Alexander v. Washington Mutual, Inc.*, Case No. 2:07-cv-04426-TON (E.D. Pa. Filed Oct. 22, 2007) (the "Pennsylvania Action"). The Pennsylvania Action is a putative nationwide class action filed on behalf of a class of certain similarly situated borrowers who obtained loans from WMB or FSB.

Pursuant to the Pennsylvania Action, claimants allege that they obtained mortgage loans from WMB and agreed to pay mortgage insurance ("MI") on the loans, but the premiums for that insurance were illegally inflated to pay for the mortgage insurer's improper agreement to reinsure the risk with WMMRC, a wholly owned subsidiary of WMI. The claimants allege that the premiums ceded to the reinsurer, WMMRC, were excessive for the risk assumed by WMMRC, that no reinsurance risk was in

⁶⁷ Mr. Alexander, along with other persons, had previously filed, on December 22, 2006, a putative class action lawsuit against WMI, WMB, WMB and WMMRC in the United States District Court for the Central District of California, styled, *Alexander v. Washington Mutual, Inc.*, Case No. 06:CV-8175 (N.D. Cal. Dec. 22, 2006), which was voluntarily dismissed, without prejudice, by stipulation, dated August 27, 2007.

fact assumed by WMMRC, and that the arrangement was instead an illegal kickback to WMB for the referral of the MI business or a split of a settlement service fee, all in violation of Sections 8(a) and 8(b) of the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2607.

In December 2007, defendants in the Pennsylvania Action filed a motion to dismiss on the grounds, among others, that plaintiffs in the Pennsylvania Action do not have standing to sue. The district court denied the motion to dismiss, but, upon reconsideration, granted certification of the legal questions presented by the motion and resulting order to the United States Court of Appeals for the Third Circuit. The district court stayed the Pennsylvania Action pending resolution of an interlocutory appeal. Defendants filed a petition for permission to appeal in August 2008. The petition for appeal was stayed by the Third Circuit due to the FDIC Receiver's receivership of FSB and WMI's petition for bankruptcy. The action remains stayed as to WMI due to the bankruptcy filing. The appeal was further stayed as to FSB, pending the resolution of the receivership claims process, to await the resolution of an appeal in *Alston v. Countrywide Financial Corp.*, 585 F.3d 753 (3d Cir. 2009), which raised similar legal issues. Following resolution of the *Alston* appeal in October 2009, *Alston v. Countrywide Fin. Corp.*, 585 F.3d 753 (3d Cir. 2009), the petition for appeal in the Pennsylvania Action was denied, and the matter was returned to the district court. On January 11, 2010, the Pennsylvania Action was removed from the Civil Suspense File and re-opened for final disposition by the district court, and a joint discovery plan was approved on February 2, 2010.

Pursuant to the parties' joint discovery plan, three additional motions were filed on March 1, 2010. The FDIC Receiver and WMB filed motions to dismiss the complaint for lack of subject matter jurisdiction. The FDIC Receiver argues that FIRREA prohibits the district court from awarding the punitive and equitable relief the plaintiffs seek against it. WMB argues that the district court does not have subject matter jurisdiction over plaintiffs' claims as to WMB because WMB played no role in the mortgage transactions. Additionally, the FDIC Receiver filed a motion to strike plaintiffs' class allegations because FIRREA requires individuals to exhaust the administrative claims process before filing, or becoming a class member of, a lawsuit.

Robert Alexander and James Reed, individually and on behalf of all others similarly situated, filed a proof of claim against WMI in these Chapter 11 Cases, purportedly based on the causes of action asserted in the Pennsylvania Action. These claimants also filed a motion for relief from the automatic stay to continue the prepetition class action against WMI. On March 15, 2010, the Debtors filed an objection to the proof of claim on the grounds that WMI has no liability. The claimants filed a response to the Debtors' objection on April 30, 2010. On February 16, 2011, the claimants withdrew, with prejudice, the motion for relief from the automatic stay, and withdrew, with prejudice, their proof of claim and their objection to the Sixth Amended Plan.

i. Visa Interchange Litigation

In an action styled *In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation*, Case No. 1:05-md-1720-JG-JO, currently pending in the United States District Court for the Eastern District of New York, and *Attridge v. Visa U.S.A. Inc. et al.*, Case No. CGC-04-436920, currently pending in California Superior Court (together, the "Visa Interchange Litigation"), representative plaintiffs in consolidated class actions allege that Visa U.S.A. Inc. and its member banks, which included WMB, colluded to artificially inflate fees charged to merchants accepting the Visa card. Visa entered into a loss sharing agreement with its member banks, as well as WMI, pursuant to which Visa agreed to establish an escrow account to pay liabilities stemming from this and other similar litigations. Visa is entitled to issue new shares to fund the escrow account, resulting in dilution of the Class B shares held by WMI (described below) and others.

JPMC Chase & Co., Chase Bank N.A. and Visa U.S.A. Inc. filed answers to the complaint, and the plaintiffs amended their complaint on January 29, 2009. Collectively, the defendants filed a motion to dismiss the complaint on March 31, 2009 and a motion opposing the plaintiffs' motion for class certification on June 25, 2009. Plaintiffs in this litigation filed a proof of claim against WMI in these Chapter 11 Cases in the approximate amount of \$5 billion.

Pursuant to the Global Settlement Agreement, JPMC agreed to assume the liabilities and obligations of the Debtors arising from or relating to the Visa Interchange Litigation, including the assumed liability portion of any proofs of claim related to the Visa Interchange Litigation, to the extent such portion becomes an Allowed Claim. On June 2, 2010, the Debtors filed an objection to the proof of claim filed by the plaintiffs in the Visa Interchange Litigation and, on June 17, 2010, plaintiffs in the Visa Interchange Litigation withdrew their proof of claim against WMI, with prejudice.

j. BKK-Related Claims

In the action styled *California Dept. of Toxic Substances Control, et al. v. Am. Honda Motor Co., et al.*, No. CV05-7746 CAS (the "BKK Litigation"), in the United States District Court for the Central District of California, the California Department of Toxic Substances Control (the "CDTSC") asserted claims related to liability arising from a landfill facility located in West Covina, California. WMB, as successor to Home Savings Bank, FSB, a prior owner of the landfill facility, was named as a defendant in the BKK Litigation. Prior to the filing of these Chapter 11 Cases, WMB and other defendants in the BKK Litigation entered into a consent decree with the CDTSC pursuant to which they agreed to perform certain operation, maintenance and monitoring activities at the landfill facility. After the filing of these Chapter 11 Cases, the CDTSC has filed a claim against the Debtors in a contingent, unliquidated amount (the "CDTSC Claim") alleging that WMI, as an affiliate of WMB and WMI Rainier LLC, successors to an entity that the CDTSC alleges also owned the landfill site during the relevant time period, are liable for environmental response-related expenses. The CDTSC represented in its proof of claim that it expects long term remediation costs to be no less than \$600 million.

A group of co-defendants in the BKK Litigation (the "BKK Group"), also party to the consent decree, also filed contingent, unliquidated proofs of claims against the Debtors' estates related to the Debtors' alleged BKK Litigation liabilities (with the CDTSC Claim, the "BKK Proofs of Claim"). Several parties to the BKK Litigation, including the BKK Group, also filed objections to the Debtors' Sixth Amended Plan.

On November 17, 2010, the Debtors filed the Debtors' Motion to Estimate Maximum Amount of Certain Claims for Purposes of Establishing Reserves Under the Debtors' Confirmed Chapter 11 Plan (the "Estimation Motion"). The Estimation Motion sought to estimate the maximum amount of the BKK Proofs of Claim to \$0.00.

On December 5, 2010, the Debtors, JPMC, the CDTSC, the BKK Group, and certain of that group's individual members entered into an agreement (the "BKK Agreement") to resolve disputes among the parties regarding the BKK Proofs of Claim, the plan objections filed in these Chapter 11 Cases related to the BKK Litigation, and the Estimation Motion as it pertains to the BKK Litigation. Pursuant to the terms of BKK Agreement, among other things, the CDTSC and the BKK Joint Defense Group agreed to withdraw their plan objections and resolve the Estimation Motion. On December 7, 2010, the Debtors filed a motion seeking the Bankruptcy Court's approval of the settlement agreement. By order, dated April 13, 2011, the Bankruptcy Court approved the BKK Agreement, as modified pursuant to a letter agreement among the parties to the BKK Agreement, and authorized the Debtors to proceed with the BKK Agreement. In accordance with the provisions of the BKK Agreement, the terms of the BKK Agreement shall govern, including with respect to the releases set forth in the Seventh Amended Plan.

k. *Tranquility Claim*

On March 27, 2009, Tranquility Master Fund, Ltd. ("Tranquility") filed proof of claim number 2206 against WMI in these Chapter 11 Cases in the approximate amount of \$49.6 million. Tranquility alleges that, from 2006 through 2007, it purchased approximately \$71 million in certain mortgage backed securities issued by certain special-purpose trusts created by WMB. Tranquility alleges that the mortgage backed securities were issued and sold by WaMu Capital Corp. ("WaMu Capital"), in conjunction with WMB, WaMu Asset Acceptance Corp. ("WaMu Asset Acceptance"), Washington Mutual Mortgage Securities Corp. ("WaMu Mortgage"), and FSB, which Tranquility alleges were owned and controlled by WMI.

The mortgage backed securities were backed by mortgage loans originated by WMB and its subsidiaries, as well as by certain third party originators. Tranquility alleges that WMI, WMB, WaMu Capital, WaMu Mortgage and WaMu Asset Acceptance engaged in a scheme with two appraiser companies, Lender Services, Inc and eAppraiseIT, to artificially inflate the appraised value of the homes serving as collateral for the loans originated by WMB and its subsidiaries that underlie the mortgage backed securities at issue.

The Debtors originally objected to the proof of claim on the grounds that Tranquility failed to assert a Claim against those securities issued pursuant to the private placement exemption, that Tranquility failed to plead fraud with particularity, that the Claims should be dismissed for lack of jurisdiction, that the Claim fails to establish that WMI was a controlling person or materially assisted in a securities violation, that Tranquility failed to allege loss causation, and that there were no underlying securities law violations of either federal or California law. The Bankruptcy Court granted in part the Debtors' objections and disallowed Tranquility's federal Claims for those securities issued through a private placement exemption. Additionally, the Bankruptcy Court disallowed the remainder of Tranquility's proof of claim based on its failure to plead fraud with particularity but granted Tranquility leave to refile its Claim. On November 30, 2010, Tranquility refiled its Claim and, on December 23, 2010, the Debtors objected to the amended Claim, incorporating, by reference, the original objection and also asserting that Tranquility's proof of claim should be subordinated pursuant to section 510(b) of the Bankruptcy Code. By agreement among the parties, the claims objection process was bifurcated. The parties fully briefed and argued matters that they agreed were legal in nature while factual issues and mixed questions of law and fact were reserved.

On December 20, 2011, the Bankruptcy Court issued a memorandum opinion and entered a corresponding order, [D.I. 9224, 9225], denying the Debtors' renewed objection to the extent it sought to subordinate Tranquility's Claim and denying the portion of the Debtors' objection arguing that Tranquility had not sufficiently pled control person liability for its remaining claims. On January 3, 2012, the Creditors' Committee filed a motion seeking to alter or amend the Bankruptcy Court's December 20, 2011 opinion and order with respect to the subordination ruling, arguing clear error of law and that alteration or amendment is necessary to prevent manifest injustice to the unsecured creditors' of the Debtors' estates [D.I. 9301]. On the same date, the Debtors filed a joinder to the Creditors' Committee's motion [D.I. 9302]. If the Bankruptcy Court denies the Creditor Committee's motion, and no timely appeal is filed, the remaining issues raised in the objection will then be subject to discovery and will be litigated.

l. *D&O Litigation*

On March 16, 2011, the FDIC filed a complaint against Kerry K. Killinger, Stephen J. Rotella, David C. Schneider, Linda C. Killinger and Esther T. Rotella in the District Court for the Western District of Washington asserting claims for gross negligence, negligence, breach of fiduciary

duty and fraudulent conveyance. *See FDIC v. Killinger, et al.*, Case No. 2:11-cv-00459 (MJP) (W.D. Wash.) (the “FDIC Litigation”). On July 1, 2011, defendants filed motions to dismiss the FDIC Litigation. On August 22, 2011, the FDIC filed a response to the motions to dismiss filed by Kerry K. Killinger, Stephen J. Rotella and David C. Schneider and Linda C. Killinger. On September 15, 2011, defendants Kerry K. Killinger, Stephen J. Rotella and David C. Schneider and Linda C. Killinger filed replies in support of the motions to dismiss. The FDIC requested and obtained an extension of time to respond to the separate motion to dismiss filed by Esther Rotella until it received adequate answers to pending jurisdictional discovery. The parties engaged former U.S. District Judge Layn Phillips in an effort to mediate the dispute. The parties notified the Washington District Court of certain settlement discussions and, on October 27, 2011, the Washington District Court entered an order vacating the current case schedule and deadlines and granting the parties 60 days to perfect a settlement. The order directed the parties to submit their request for entry of a final judgment within 60 days of the order. Pursuant to that certain Settlement and Release Agreement, dated as of December 13, 2011, the FDIC, in its corporate capacity and as receiver for WMB, and the defendants in the FDIC Litigation, agreed to a compromise and settlement, which remains subject to certain court approvals.

By letter, dated October 13, 2011, the Debtors and the Creditors’ Committee have asserted a claim against and demand upon certain current and former directors and officers for losses suffered by WMI as a result of such persons’ actions and failure to act in their roles as directors and officers of WMI in an amount not less than \$500 million.

7. Government Investigations and Hearings

a. Investigation by the U.S. Attorney for the Western District of Washington

In October 2008, the United States Attorney for the Western District of Washington, together with other federal authorities including the Federal Bureau of Investigation, the FDIC, the IRS and the Department of Labor, commenced an investigation into the failure of WMB. WMI cooperated with the government’s investigation, including producing documents responsive to certain subpoenas. On or about August 5, 2011, the United States Attorney for the Western District of Washington announced that its investigation regarding WMB was closed, with no criminal charges filed against executives of the company.

b. Investigation by the New York Attorney General

On November 1, 2007, the Attorney General of the State of New York filed a lawsuit against First American Corporation and First American eAppraiseIT (“eAppraiseIT”), styled *The People of the State of New York by Andrew Cuomo v. First American Corporation and First American eAppraiseIT*, No. 07-406796 (N.Y. Sup. Ct. Filed Nov. 1, 2007). According to the Attorney General’s complaint, eAppraiseIT is a First American subsidiary that provides residential real estate appraisal services to various lenders, including WMB. The Attorney General asserts that, contrary to various state and federal requirements and the Uniform Standards of Professional Appraisal Practice, WMB conspired with eAppraiseIT in various ways to falsely increase the valuations done by appraisers eAppraiseIT retained to perform appraisals of real property which would secure WMB loans. First American Corporation and eAppraiseIT are not affiliates of WMI, and neither WMI nor WMB is a defendant in the case.

On November 17, 2009, by Executive Order No. 13519 President Obama established the Financial Fraud Enforcement Task Force to strengthen the efforts of the Department of Justice, in conjunction with Federal, State, tribal, territorial, and local agencies, to investigate and prosecute significant financial crimes and other violations relating to the current financial crisis and economic

recovery efforts, recover the proceeds of such crimes and violations, and ensure just and effective punishment of those who perpetrate financial crimes and violations. At present, WMI has not been subpoenaed or asked to participate in any investigation, but the sale of substantially all the assets of WMB to JPMC has been a point of interest to the Task Force.

c. Additional Government Hearings and Reports

The U.S. Senate Permanent Subcommittee on Investigations conducted hearings regarding the collapse of WMB and issued related investigative reports. These hearings and reports were conducted and issued publicly. Inspectors general of the U.S. Treasury Department and the FDIC also publicly issued a separate joint report of investigation.

8. Employee Benefits

a. Qualified Defined Benefit Plans

WMI is the sponsor of the WaMu Pension Plan and the Lakeview Pension Plan (together, the "Pension Plans"), each of which is intended to be a tax qualified plan pursuant to Section 401(a) of the Internal Revenue Code.

In March 2009, the Pension Benefit Guaranty Corporation (the "PBGC") filed proofs of Claim against the Debtors with respect to the Pension Plans in connection with the minimum funding contributions, the insurance premiums, interest and penalties (including Flat-Rate and Variable-Rate Premiums and Termination Premiums), and unfunded benefit liabilities.

Refer to Section V.B.6.b above for a description of the Buus Litigation, now settled, involving the WaMu Pension Plan.

In the JPMC Adversary Proceeding, JPMC alleged, among other things, that WMI has no real economic interest in the WaMu Pension Plan and the plan is not material to WMI's business or reorganization. JPMC claimed that, pursuant to the Purchase and Assumption Agreement, it purchased all the FDIC Receiver's interests in the WaMu Pension Plan. Accordingly, JPMC requested that it be permitted to take over sponsorship of the WaMu Pension Plan, without assuming liability with respect to (i) certain litigation related to the WaMu Pension Plan and (ii) any and all Claims related to the WaMu Pension Plan prior to the date upon which JPMC assumes sponsorship. Alternatively, JPMC requested that the Bankruptcy Court grant JPMC administrative Claims against the Debtors for contributions made by JPMC to the WaMu Pension Plan from and after the Petition Date. The Debtors believe that the WaMu Pension Plan is property of the Debtors' estates, and was not purchased by JPMC under the Purchase and Assumption Agreement. Moreover, the Debtors contend that, if JPMC did purchase the WaMu Pension Plan, it also should be held responsible for the Claims and litigation related thereto.

Pursuant to the Global Settlement Agreement, and as further described therein, WMI will transfer sponsorship of, and any and all right, title and interest WMI may have in the Pension Plans to JPMC and JPMC will assume sponsorship and all duties, responsibilities, liabilities and obligations associated with sponsorship of the Pension Plans.

b. Bank Owned and Corporation Owned Life Insurance Policies.

WMI is the owner of certain Bank Owned and Corporation Owned Life Insurance policies ("BOLI-COLI Policies") on the lives of certain employees. In certain instances, WMI's ownership interest in the BOLI-COLI Policies is reflected on its own books and records, and in other

instances, WMI's ownership interest is reflected on WMB's books and records. JPMC Claims the BOLI-COLI policies owned by WMB and the cash surrender value of which were reflected on the books and records of WMB as of the Bank Receivership are JPMC's property and were purchased under the Purchase and Assumption Agreement. WMI asserts that (i) it has a Claim against WMB for any and all premiums and other charges paid by WMI on account of BOLI-COLI Policies owned by WMB, and (ii) it has an ownership interest in the BOLI-COLI Policies reflected on the books and records of WMB. By letter dated November 7, 2008, counsel for the Debtors demanded that JPMC cease exercising control over the BOLI-COLI Policies on the ground that the Debtors believe they own those policies.

Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC and the Debtors have reached agreement regarding their respective ownership rights and obligations in the BOLI-COLI Policies.

c. *Nonqualified Deferred Compensation Plans and Supplemental Executive Retirement Plans*

There are approximately 40 non-qualified deferred compensation plans, of which (i) twelve (12) covered certain employees of H.F. Ahmanson & Company ("HFA"), (ii) and the rest covered certain employees of Great Western Financial Corporation ("Great Western"), WMI, Dime Bank, Dime Inc., Providian Financial Corporation ("Providian"), American Savings Bank, F.A. (previously defined as "ASB"), Pacific First Federal Savings Bank ("Pacific First"), Coast Federal Bank, FSB ("Coast Federal"), and Commercial Capital Bancorp, Inc. ("CCBI").

(i) HFA Deferred Compensation Plans

In 1998, WMI purchased HFA and obtained the assets maintained in nine trusts ("HFA Trusts") previously established by HFA in connection with, among other things, certain of HFA's unfunded, non-qualified deferred compensation and retirement plans ("HFA Plans"). The terms and conditions of each of the HFA Trusts are memorialized in separate trust agreements ("HFA Trust Agreements") entered into by and between HFA and Union Bank of California, N.A. ("HFA Trustee"). WMI is successor-in-interest to HFA with respect to each of the HFA Trusts.

The HFA Trusts currently contain, among other assets, corporate securities, government securities, cash and cash equivalents. These assets plus all proceeds or income, less any distributions, constitute the trust estates ("HFA Trust Estates").

Pursuant to the HFA Plans and HFA Trust Agreements, the obligation of WMI to make payments pursuant to the HFA Plans is an unsecured promise to pay. The HFA Plans are unfunded and the participants therein have no Claim to or interest in the HFA Trusts. The HFA Trusts are grantor, or "rabbi" trusts, the assets of which become property of the estate subject to the Claims of WMI's general unsecured Creditors upon commencement of WMI's chapter 11 case.

On May 15, 2009, WMI filed a motion requesting the Bankruptcy Court to authorize (i) WMI to exercise its ownership rights over the HFA Trusts; (ii) the HFA Trustee to return the assets, income and proceeds held therein to WMI and (iii) the termination of the HFA Trusts (the "HFA Trust Motion"). Certain participants in the HFA Plans filed objections to the HFA Trust Motion with the Bankruptcy Court, arguing that they have a direct interest in the HFA Trust assets. The participants and the Debtors briefed the issue and participated in multiple hearings with respect thereto. On June 1, 2011, the Bankruptcy Court overruled the objections and granted the HFA Trust Motion. Thus the objecting participants' Claims arising from the HFA Plans will be classified as General Unsecured Claims in Class 12 under the Seventh Amended Plan.

Pursuant to the Global Settlement Agreement, and as more fully described therein, WMI will be deemed to have retained all rights and obligations under the HFA Trusts, HFA Plans and HFA Agreements.

(ii) Great Western, ASB, Providian, Dime, CCBI, Coast Federal and Pacific First Deferred Compensation Plans

Great Western. On July 1, 1997, Great Western merged with NACI (New American Capital, Inc.), a wholly-owned subsidiary of WMI. At the time, Great Western maintained thirteen (13) non-qualified deferred compensation plans and two (2) rabbi trust arrangements in connection with such plans. The assets of the Great Western rabbi trusts remained on NACI's books until December 2002, when WMB paid \$198.1 million in cash to NACI to purchase the assets of the Great Western Rabbi Trusts. On November 1, 2007, NACI merged into Mercer Acquisition LLC, a wholly owned subsidiary of WMB, and Mercer Acquisition LLC distributed all of its assets and liabilities to WMB. Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the obligations under all the Great Western plans and the two rabbi trusts.

ASB. In 1996 WMI acquired ASB, an indirect wholly owned subsidiary of Keystone Holdings, Inc. At the time, ASB maintained two non-qualified deferred compensation plans and one rabbi trust arrangement in connection with such plans. ASB changed its corporate name to Washington Mutual Bank, FA effective October 1, 1997 and on April 4, 2005, the corporate name was changed to "Washington Mutual Bank." Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under all the ASB plans and the rabbi trust.

Providian. In 2005 Providian merged into NACI, a wholly-owned subsidiary of WMI. At that time, Providian maintained two (2) non-qualified deferred compensation plans and a rabbi trust. On November 1, 2007, NACI merged into Mercer Acquisition LLC, a wholly owned subsidiary of WMB, and Mercer Acquisition LLC distributed all of its assets and liabilities to WMB. Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under all the Providian plans and the rabbi trust.

Dime. In 2001 Dime Inc. and its wholly-owned subsidiary, Dime Bank, merged with and into WMI and WMB, respectively. At that time, Dime Inc. and Dime Bank maintained seven (7) non-qualified deferred compensation plans and three (3) rabbi trusts. Records indicate that all assets held by such trusts were Dime Bank assets. Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under all the Dime plans and the rabbi trusts.

CCBI. On April 23, 2006, NACI entered into a merger agreement with CCBI, which agreement provided for the merger of CCBI into NACI and the merger of Commercial Capital Bank, FSB into WMB, which mergers were effective as of October 1, 2006. On November 1, 2007, NACI merged into Mercer Acquisition LLC, a wholly owned subsidiary of WMB, and Mercer Acquisition LLC distributed all of its assets and liabilities to WMB. CCBI maintained three executive salary continuation agreements. Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under these agreements.

Coast Federal. On March 1, 1998, Coast Federal merged with and into Home Savings of America, FSB. On October 3, 1998, Home Savings of America, FSB merged with and into Washington Mutual Bank, FA. At the time, Coast Federal maintained three non-qualified deferred compensation plans and one rabbi trust arrangement in connection with such plans. On April 4, 2005 Washington

Mutual Bank, FA changed its corporate name to "Washington Mutual Bank." Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under the Coast Federal plans and the rabbi trusts.

Pacific First. Pacific First maintained one non-qualified deferred compensation plan and one rabbi trust arrangement in connection with such plan. On May 31, 1990, Pacific First changed its corporate name to "Pacific First Bank, a Federal Savings Bank." On April 13, 1993 Pacific First Bank, a Federal Savings Bank merged with Washington Mutual, A Federal Savings Bank, which merged into Washington Mutual Bank, a Washington state chartered stock savings bank ("State Bank"), on December 1, 1995. On January 1, 2005, State Bank merged into Washington Mutual Bank, FA. On April 4, 2005, Washington Mutual Bank, FA changed its corporate name to "Washington Mutual Bank." Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed the rights and obligations under the Pacific First plan and the rabbi trust.⁶⁸

d. Medical Plan

WMI sponsored the Medical Plan. Pursuant to the Purchase and Assumption Agreement, JPMC was required to assume sponsorship and all duties, responsibilities, liabilities and obligations associated with sponsorship of the Medical Plan, including, without limitation, any and all liabilities associated with retiree obligations, and other employee welfare plan and arrangement obligations. Currently, JPMC is paying the benefits promised under the Medical Plan.

Pursuant to the Global Settlement Agreement, and as more fully described therein, JPMC will be deemed to have assumed, as of September 25, 2008, sponsorship and the obligations under the Medical Plan and certain other employee welfare plan and arrangement obligations and WMI will transfer all its right, title and interest, free and clear of all liens, Claims and encumbrances, to any outstanding checks made out to or received by WMI or otherwise for the benefit of the Medical Plan, including pharmacy rebates in connection with contracts attributable to the Medical Plan and pay to JPMC an amount equal to the pharmacy rebates currently estimated to be approximately \$775,000.

e. WaMu Savings Plan

Prior to the Petition Date, WMI and WMB provided their employees with the opportunity to participate in the WaMu Savings Plan, a tax-qualified plan under section 401(a) of the Internal Revenue Code, then sponsored by WMI. Most of the employees covered by the WaMu Savings Plan were employees of WMB or its subsidiaries, substantially all of whom transferred employment to JPMC on September 25, 2008, and many of these individuals remain employed by JPMC. Participants in the WaMu Savings Plan contribute a percentage of their pre-tax income to the WaMu Savings Plan and, prior to the Petition Date, WMB would match a portion of these contributions. The WaMu Savings Plan assets are held in a trust administered by Fidelity Management Trust Company ("Fidelity"). As of the Petition Date, the WaMu Savings Plan was administered by a Plan Administration Committee and a Plan Investment Committee.

Refer to Section V.B.6.d, above, for a description of the ERISA Litigation, now settled, involving the WaMu Savings Plan.

⁶⁸ Any non-qualified employee benefit plan not assumed by JPMC pursuant to the Global Settlement Agreement remains an obligation of WMI, and WMI will pay all valid Claims thereunder.

In the JPMC Adversary Proceeding, JPMC alleged, among other things, that WMI has no real economic interest in the WaMu Savings Plan and the plan is not material to WMI's business or reorganization. JPMC claimed that, pursuant to the Purchase and Assumption Agreement, it purchased all the FDIC's interests in the WaMu Savings Plan. Accordingly, JPMC requested that it be permitted to take over sponsorship of the WaMu Savings Plan, without assuming liability with respect to (i) certain litigation related to the WaMu Savings Plan and (ii) any and all Claims related to the WaMu Savings Plan prior to the date upon which JPMC assumes sponsorship. Alternatively, JPMC requested that the Bankruptcy Court grant JPMC administrative Claims against the Debtors for contributions made by JPMC to the WaMu Savings Plan from and after the Petition Date. The Debtors believe that the WaMu Savings Plan is property of the Debtors' estates, and was not purchased by JPMC under the Purchase and Assumption Agreement. Moreover, the Debtors contend that, if JPMC did purchase the WaMu Savings Plan, it also should be held responsible for the Claims and litigation related thereto.

Notwithstanding the disagreement, in an effort to resolve their dispute, WMI and JPMC reached a compromise and settlement, as set forth in that certain Agreement Regarding WaMu Savings Plan, dated June 16, 2009 ("Savings Plan Agreement"), whereby (i) WMI agreed to transfer sponsorship of the WaMu Savings Plan to JPMC, (ii) WMI would adopt an amendment to the Savings Plan to fully vest all participants who were actively employed by WMI or any of its affiliates on or after January 1, 2008, (iii) JPMC would be responsible for correcting operational and form defects, if any, in the administration of the WaMu Savings Plan (including repaying to the WaMu Savings Plan all amounts applied after September 25, 2008 from any forfeitures that arose on or after January 1, 2008 to reduce JPMC's Savings Plan contributions or to pay administrative expenses), and (iv) JPMC and WMI would dismiss with prejudice their Savings Plan Claims and defenses related to JPMC's complaint in the JPMC Adversary Proceeding. The WaMu Savings Plan Agreement did not transfer liability to JPMC for any pending litigation related to the WaMu Savings Plan and each party reserved its rights with respect to the question of liability for any such litigation.

On July 27, 2009, the Bankruptcy Court approved the terms and conditions of the Savings Plan Agreement and authorized the Debtors to consummate the compromise and settlement embodied in the Savings Plan Agreement, and sponsorship of the WaMu Savings Plan was transferred from WMI to JPMC.

9. Insurance

WMI has various director and officer liability insurance policies (the "D&O Policies") which were acquired in connection with WMI's indemnification obligations to its officers and directors and to officers and directors of WMI's subsidiaries, certain of whom are named as defendants in certain pending lawsuits (the "Individual Defendants"). The D&O Policies provide \$250 million in coverage, subject to the terms and conditions thereof and inclusive of Side-A coverage. By orders dated December 16, 2008, May 4, 2010, and September 23, 2010, the Bankruptcy Court granted relief from the automatic stay to allow certain of WMI's third party insurance carriers to advance and/or pay defense costs pursuant to the D&O Policies that are, or will become, owing to the Individual Defendants in connection with certain pending litigation and investigations.

In addition, prior to the Petition Date, WMI procured a blended insurance program providing bankers professional liability, employment practices liability, fiduciary liability and financial institution bond insurance coverage to WMI and its affiliates, which, like the D&O Policies, is structured as a tower of related insurance (collectively, the "Blended Policies" and, together with the D&O Policies, the "Tower Insurance Programs"). The Blended Policies provide \$110 million in coverage (of which \$35 million relates solely to financial institution bond insurance), subject to the terms and conditions thereof. The Blended Policies provide insurance coverage to WMI, its subsidiaries, its employee benefit plans,

and their past, present and future directors, officers, trustees or employees for certain claims. By orders dated April 13, 2009 and April 20, 2010, the Bankruptcy Court granted relief from the automatic stay to allow certain of WMI's third party insurance carriers to advance and/or pay defense costs pursuant to the Blended Policies that are, or will become, owing in connection with the ERISA Litigation (described above), the Buus Litigation (described above), as well as those certain Subpoenas for Records Directed to the WaMu Savings Plan and WMI, initiated by the Department of Labor.

Pursuant to the Global Settlement Agreement, the parties thereto agree that (i) with respect to the first \$60 million of coverage under the Washington Mutual Financial Institution Blended Liability Program and related excess policies for the policy period May 1, 2007 to May 1, 2008 (the "2007-08 Blended Tower"), WMI, WMI's present and former officers and directors and employees (collectively, the "Insured Parties") will be entitled to a priority recovery (as against any right of recovery the JPMC Entities and the FDIC Receiver and FDIC Corporate 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 and received by such other party will be deemed held by such Party in trust for the benefit of WMI until a determination of all claims covered by the 2007-08 Blended Tower.

With respect to the balance of coverage afforded pursuant to the Tower Insurance Programs, the rights of the insureds, their successors or actual or prospective claimants will not be altered by the terms of the Global Settlement Agreement and WMI and the FDIC Receiver will have such rights to pursue recoveries from the Tower Insurance Programs as are provided under the policies, bonds and applicable law. However, to the extent that JPMC assumes litigation liabilities pursuant to the Global Settlement Agreement, which may be the subject of the Tower Insurance Programs, and JPMC is required to make payments as a result thereof, such payments will be treated pari passu with the claims of WMI, the FDIC Receiver and FDIC Corporate, and WMI's present and former officers and directors and employees against the Tower Insurance Programs; provided, however, that under no circumstances will 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 will have no right to seek recovery under any of the D&O Policies, including, without limitation, the D&O component of any of the Tower Insurance Programs.

VI. SUMMARY OF THE SEVENTH AMENDED PLAN

This section of the Disclosure Statement summarizes the Seventh Amended Plan, a copy of which is annexed hereto as Exhibit A. This summary is qualified in its entirety by reference to the Seventh Amended Plan.

A. Provisions For Payment Of Administrative Expense Claims And Priority Tax Claims Under The Seventh Amended Plan

1. Administrative Expense Claims

Administrative Expense Claims are the those constituting a cost or expense of administration of these chapter 11 cases asserted or authorized to be asserted on or prior to the date established by the Bankruptcy Court and set forth in the Confirmation Order, which date shall be no more

than ninety (90) days after the Effective Date, as the date after which 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), in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code during the period up to and including the Effective Date of the Seventh Amended Plan, 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 Seventh Amended Plan, (vi) the administration, prosecution, or defense of Claims by or against the Debtors and for distributions under the Seventh Amended 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 Seventh Amended 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.

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 (i) pay to each holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim or (ii) 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 Seventh Amended Plan.

2. Professional Compensation and Reimbursement Claims

Except as otherwise provided in Section 41.18 of the Seventh Amended Plan, 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. Priority Tax Claims

A Priority Tax Claim is 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.

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.

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.

B. Classification Of Claims And Equity Interests Under The Seventh Amended Plan

Claims and Equity Interests are classified as follows:

Class 1	Priority Non-Tax Claims
Class 2	Senior Notes Claims
Class 3	Senior Subordinated Notes Claims
Class 4	WMI Medical Plan Claims
Class 5	JPMC Rabbi Trust/Policy Claims
Class 6	Other Benefit Plan Claims
Class 7	Qualified Plan Claims
Class 8	WMB Vendor Claims
Class 9	Visa Claims
Class 10	Bond Claims
Class 11	WMI Vendor Claims
Class 12	General Unsecured Claims
Class 12A	Late-Filed Claims
Class 13	Convenience Claims
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 16	PIERS Claims
Class 17A	WMB Senior Notes Claims
Class 17B	WMB Subordinated Notes Claims
Class 18	Subordinated Claims
Class 19	Preferred Equity Interests

Class 21 Dime Warrants
Class 22 Common Equity Interests

1. Priority Non-Tax Claims (Class 1)

Priority Non-Tax Claims are those Claims entitled to priority in payment as specified in Section 507(a)(4), (5), (6) or (7) of the Bankruptcy Code.

Class 1 is Unimpaired by the Seventh Amended Plan. Each holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Seventh Amended Plan and is not entitled to vote to accept or reject the Seventh Amended Plan.

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.

2. Senior Notes Claims (Class 2)

Class 2 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Senior Notes Claim is entitled to vote to accept or reject the Seventh Amended Plan.

Commencing on the Effective Date, and subject to the rights of election described in Section 6.2 of the Seventh Amended Plan, 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.

Commencing on the Effective Date, and subject to the rights of election described in Section 6.2 of the Seventh Amended Plan, 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 of the Seventh Amended Plan, 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 Seventh Amended 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 Claims, 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 in the Seventh Amended Plan, 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H."

a. Rights of Election

On the Ballot, and subject to the provisions of Section 31.14 of the Seventh Amended 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 Seventh Amended 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.

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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 the Seventh Amended Plan 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.

b. *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 Seventh Amended 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 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H". Notwithstanding anything contained in the Seventh Amended Plan to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed Senior Notes Claims shall be preserved.

3. *Senior Subordinated Notes Claims (Class 3)*

Class 3 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Senior Subordinated Notes Claim is entitled to vote to accept or reject the Seventh Amended Plan.

Commencing on the Effective Date, and subject to the rights of election described in Section 7.2 of the Seventh Amended Plan, 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H"; provided, however, that, in consideration for, and subject 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 of the Seventh Amended Plan, 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H."

a. Rights of Election

On the Ballot, and subject to the provisions of Section 31.14 of the Seventh Amended 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 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 Seventh Amended 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.

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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Section 7.2 of the Seventh Amended Plan 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.

b. *Limitation on Recovery.*

Notwithstanding anything contained in the Seventh Amended Plan 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 Seventh Amended Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, and Cash received on account of Liquidating Trust Interests and Reorganized Common Stock in accordance with Sections 7.1 and 7.2 of the Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H", and (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of Section 6.3 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H". Notwithstanding anything contained in the Seventh Amended Plan to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed Senior Subordinated Notes Claims shall be preserved.

4. *WMI Medical Plan Claims (Class 4)*

WMI Medical Plan Claims are any Claims against the Debtors and their chapter 11 estates set forth in the Global Settlement Agreement filed by a beneficiary of the Medical Plan to the extent such Claim relates to Assumed Liabilities, as defined in the Global Settlement Agreement.

Class 4 is Unimpaired by the Seventh Amended Plan. Each holder of an Allowed WMI Medical Plan Claim conclusively presumed to have accepted the Seventh Amended Plan and is not entitled to vote to accept or reject the Seventh Amended Plan.

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.

5. *JPMC Rabbi Trust/Policy Claims (Class 5)*

JPMC Rabbi Trust/Policy Claims are any Claims against the Debtors set forth in the Global Settlement Agreement filed by a beneficiary of the JPMC Rabbi Trusts or the JPMC Policies, each

as defined in the Seventh Amended Plan and set forth in the Global Settlement Agreement, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

Class 5 is Impaired by the Seventh Amended Plan. Each holder of an Allowed JPMC Rabbi Trust/Policy Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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 Seventh Amended 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.

6. Other Benefit Plan Claims (Class 6)

Other Benefit Plan Claims are Claims against the Debtors identified in the Global Settlement Agreement filed by a beneficiary of a benefit plan identified on Exhibit "P" to the Global Settlement Agreement to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

Class 6 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Other Benefit Plan Claims is entitled to vote to accept or reject the Seventh Amended Plan.

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.

7. Qualified Plan Claims (Class 7)

Qualified Plan Claims are any Claims against the Debtors set forth in 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.

Class 7 is Unimpaired by the Seventh Amended Plan. Each holder of an Allowed Qualified Plan Claim is conclusively presumed to have accepted the Seventh Amended Plan and is not entitled to vote to accept or reject the Seventh Amended Plan.

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.

8. WMB Vendor Claims (Class 8)

WMB Vendor Claims are any Claims 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.

Class 8 is Impaired by the Seventh Amended Plan. Each holder of an Allowed WMB Vendor Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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.

9. Visa Claims (Class 9)

Visa Claims are any Claims against the Debtors set forth in 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 pertaining to the VISA Strategic Agreement, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

Class 9 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Visa Shares Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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.

10. Bond Claims (Class 10)

Bond Claims are any Claims against the Debtors, set forth on a Schedule to the Global Settlement Agreement filed by any of Safeco Insurance Company and such other insurance or bonding companies that issued bonds on behalf of WMB or FSB or their Affiliates pursuant to that certain General Agreement of Indemnity, 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, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

Class 10 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Bond Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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.

11. WMI Vendor Claims (Class 11)

WMI Vendor Claims are any Claims 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.

Class 11 is Impaired by the Seventh Amended Plan. Each holder of an Allowed WMI Vendor Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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

12. General Unsecured Claims (Class 12)

General Unsecured Claims are any Unsecured Claims 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.

Class 12 is Impaired by the Seventh Amended Plan. Each holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Seventh Amended Plan.

Commencing on the Effective Date, and subject to the right of election described in Section 16.1(b) of the Seventh Amended Plan, 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 the Seventh Amended Plan, 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) of the Seventh Amended Plan. 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 to the Seventh Amended Plan 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.

a. Rights of Election

On the Ballot, and subject to the provisions of Section 31.14 of the Seventh Amended 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 Seventh Amended 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.

On the Ballot, each holder of an Allowed General Unsecured Claim that elected to receive Runoff Notes in accordance with the provisions of Section 16.1(b) of the Seventh Amended 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 General Unsecured Claim) and (ii) subject to the provision of Section 31.14 of the Seventh Amended Plan, some or all of the Runoff Notes that such holder otherwise is entitled to and has elected to receive pursuant to Section 16.1(b)(i) of the Seventh Amended 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 Section 16.1(b) of the Seventh Amended Plan 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.

b. *Allowed Claims of Fifty Thousand Dollars (\$50,000.00) or More/Election to be Treated as a Convenience Claim*

Notwithstanding the provisions of the Seventh Amended 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 the Seventh Amended Plan. 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.

13. *Late-Filed Claims (Class 12A)*

Late-Filed Claims are any Claims 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.

Class 12A is Impaired by the Seventh Amended Plan. Each holder of an Allowed Late-Filed Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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 to the Seventh Amended Plan 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) of the Seventh Amended Plan.

a. Limitation on Recovery

Notwithstanding anything contained in the Seventh Amended Plan 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 Seventh Amended 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 and 16.2 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H".

14. Convenience Claims (Class 13)

A Convenience Claim is 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 Seventh Amended 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.

Class 13 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Convenience Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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.

15. CCB-1 Guarantees Claims (Class 14)

Class 14 is Impaired by the Seventh Amended Plan. Each holder of an Allowed CCB-1 Guarantees Claim is entitled to vote to accept or reject the Seventh Amended Plan.

Commencing on the Effective Date, and subject to the right of election described in Section 18.2 of the Seventh Amended Plan, 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 of the Seventh Amended Plan) 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 to the Seventh Amended Plan as Exhibit "H". In addition, in accordance with the Subordination Model attached to the Seventh Amended Plan 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 to the Seventh Amended Plan as Exhibit "H."

a. *Rights of Election*

On the Ballot, and subject to the provisions of Section 31.14 of the Seventh Amended 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 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 Seventh Amended 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 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.

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 Seventh Amended 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 CCB-1 Guarantees Claim) and (ii) subject to the provisions of Section 31.14 of the Seventh Amended 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 Seventh Amended 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 Section 18.2 of the Seventh Amended Plan 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.

b. *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 Seventh Amended 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 of the Seventh Amended 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 to the Seventh Amended Plan 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 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan 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.

16. *CCB-2 Guarantees Claims (Class 15)*

Class 15 is Impaired by the Seventh Amended Plan. Each holder of an Allowed CCB-2 Guarantees Claim is entitled to vote to accept or reject the Seventh Amended Plan.

Commencing on the Effective Date, and subject to the right of election described in Section 19.2 of the Seventh Amended Plan, 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 of the Seventh Amended Plan), 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 to the Seventh Amended Plan as Exhibit "H". In addition, in accordance with the Subordination Model attached to the Seventh Amended Plan 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 to the Seventh Amended Plan as Exhibit "H."

a. *Rights of Election*

On the Ballot, and subject to the provisions of Section 31.14 of the Seventh Amended 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 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 Seventh Amended 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 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.

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 Seventh Amended 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 CCB-2 Guarantees Claim) and (ii) subject to the provisions of Section 31.14 of the Seventh Amended 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 Seventh Amended 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 Section 19.2 of the Seventh Amended Plan 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.

b. *Limitation on Recovery*

Notwithstanding anything contained in the Seventh Amended Plan 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 Seventh Amended Plan, in the event that the sum of (i) distributions of Runoff Notes, Creditor Cash, and 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 to the Seventh Amended Plan 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 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan as Exhibit "H". Notwithstanding anything contained in the Seventh Amended Plan to the contrary, for the avoidance of doubt, the subrogation rights with respect to Allowed CCB-2 Guarantees Claims shall be preserved.

17. PIERS Claims (Class 16)

Class 16 is Impaired by the Seventh Amended Plan. Each holder of an Allowed PIERS Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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 Seventh Amended 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 to the Seventh Amended Plan 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 to the Seventh Amended Plan as Exhibit "H."

a. 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 Seventh Amended Plan, some or all of the Runoff Notes that such holder otherwise is entitled to receive pursuant to Section 20.1 of the Seventh Amended 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 Section 20.2 of the Seventh Amended Plan 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.

b. Limitation on Recovery

Notwithstanding anything contained in the Seventh Amended Plan 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 Seventh Amended 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 Seventh Amended 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 of the Seventh Amended Plan 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 Seventh Amended 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 to the Seventh Amended Plan 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.

18. WMB Notes Claims (Class 17)

a. Class 17A – WMB Senior Notes

Class 17A consists of WMB Senior Notes Claims. Class 17A is Impaired by the Seventh Amended Plan. Each holder of an Allowed WMB Senior Notes Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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 of the Seventh Amended Plan, 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Section 21.1(a) of the Seventh Amended Plan 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Section 21.1(b) of the Seventh Amended Plan 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 Seventh Amended 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 Seventh Amended 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 the Seventh Amended Plan, 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*

Class 17B is Impaired by the Seventh Amended Plan. Each holder of an Allowed WMB Subordinated Notes Claim is not entitled to vote to accept or reject the Seventh Amended Plan and shall be conclusively deemed to have rejected the Seventh Amended Plan.

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.

19. Subordinated Claims (Class 18)

Class 18 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Subordinated Claim is entitled to vote to accept or reject the Seventh Amended Plan.

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.

a. Limitation on Recovery

Notwithstanding anything contained in the Seventh Amended Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Subordinated Claim in accordance with the Seventh Amended Plan, in the event that the sum of Cash received on account of Liquidating Trust Interests in accordance with Section 22.1 of the Seventh Amended Plan 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 to the Seventh Amended Plan as Exhibit "H".

20. Preferred Equity Interests (Class 19)

Pursuant to the Seventh Amended Plan, the Preferred Equity Interests in Class 19 consist of each 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.

Class 19 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Preferred Equity Interest is entitled to vote to accept or reject the Seventh Amended Plan.

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 Seventh Amended 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 Seventh Amended 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 Section 23.1 of the Seventh Amended Plan 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 Section 23.1 of the Seventh Amended Plan 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 Section 23.1 of the Seventh Amended Plan 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.

The TPS Consortium believes you should know that your vote on the Seventh Amended Plan and your election as to whether to grant the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan) are separate matters. The TPS Consortium further believes you should be aware that, if the Seventh Amended Plan is confirmed, your vote against the Seventh Amended Plan will not prevent you from receiving the distribution to which you are otherwise entitled as a member of Class 19, as long as you have also granted the releases set forth in the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan).

a. Cancellation of REIT Series

Notwithstanding the provisions of Section 23.1 of the Seventh Amended Plan, 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, Section 23.2 of the Seventh Amended Plan 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.

b. Cancellation of Preferred Equity Interests

Notwithstanding the provisions of Section 23.1 of the Seventh Amended Plan, 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.

21. Dime Warrants (Class 21)

Class 21 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Dime Warrants is not entitled to vote to accept or reject the Seventh Amended Plan and shall be conclusively deemed to have rejected the Seventh Amended Plan.

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 (a) distributions to be made in accordance with the terms and provisions of the LTW Stipulation or (b) in the event that the compromise and settlement set forth in the LTW Stipulation is not approved by the Bankruptcy Court, thirty percent (30%) of (1) 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 Seventh Amended Plan, the Reorganized Common Stock and (2) 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 Seventh Amended Plan and shall receive the treatment provided in Article XVI of the Seventh Amended Plan; 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.

a. Cancellation of Dime Warrants

Notwithstanding the provisions of the Seventh Amended Plan, 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.

22. Common Equity Interests (Class 22)

Class 22 is Impaired by the Seventh Amended Plan. Each holder of an Allowed Equity Interest is entitled to vote to accept or reject the Seventh Amended Plan.

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 Seventh Amended 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 Seventh Amended 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 distributed, subject to the provisions of the LTW Stipulation and the approval thereof by the Bankruptcy Court, 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.

a. Cancellation of Common Equity Interests

Notwithstanding the provisions of the Seventh Amended Plan, 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.

C. Provision For Treatment Of Disputed Claims and Disputed Equity Interests

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 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.

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.

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 Seventh Amended 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 Seventh Amended 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 the Seventh Amended Plan 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 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; 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 of the Seventh Amended Plan, 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 Seventh Amended 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 Seventh Amended 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

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.

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.

The Liquidating Trustee 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.

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 Seventh Amended Plan.

D. Liquidating Trust

1. Execution of the 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 the Seventh Amended Plan, whether their Claims are Allowed on or after the Effective Date. The Liquidating Trust Agreement may provide powers, duties, and authorities in addition to those explicitly stated in the Seventh Amended Plan, 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.

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.

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 Seventh Amended 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 41.6 of the Seventh Amended Plan 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.

4. Administration of the Liquidating Trust

The Liquidating Trust shall be administered by the Liquidating Trustee according to the Liquidating Trust Agreement and the Seventh Amended Plan. In the event of any inconsistency between the Seventh Amended Plan and the Liquidating Trust Agreement, the Liquidating Trust Agreement shall govern.

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.

6. Role of the Liquidating Trustee

In furtherance of and consistent with the purpose of the Liquidating Trust and the Seventh Amended Plan, and subject to the terms of the Confirmation Order, the Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, (vii) to take all actions necessary and create any document necessary to implement the Seventh Amended 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.

7. Liquidating Trustee's Tax Power for Debtors

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.

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.

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 Seventh Amended Plan or provided for payment in the Seventh Amended 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.

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.

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.

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 the Seventh Amended Plan), 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, the Liquidating Trustee shall not be required to make a distribution pursuant to Section 27.10 of the Seventh Amended Plan 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.

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.

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.

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.

14. Federal Income Tax Treatment of the Liquidating Trust

The following describes the income tax treatment of the Liquidating Trust as generally set forth in the Liquidating Trust Agreement. For a further explanation of the United States federal income tax treatment of the Liquidating Trust, see Article VIII "CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE SEVENTH AMENDED PLAN."

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

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 the Seventh Amended Plan. 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.

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.

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.

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.

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.

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.

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, including payments or distributions to holders of Allowed WMB Senior Note Claims and Accepting Non-Filing WMB Senior Note Holders attributable to interest on such claims. WMI applied for and received a private letter ruling from the IRS that the payments with respect to Allowed WMB Senior Note Claims and Accepting Non-Filing WMB Senior Note Holders pursuant to the Modified Sixth Amended Plan and the Global Settlement Agreement are characterized as payments on such Claims; accordingly, it is not expected that the Liquidating Trustee will withhold with respect to such payments, provided such holders provide the Disbursing Agent with the requisite completed tax forms. All such amounts withheld and paid to the appropriate Tax Authority 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 Seventh Amended Plan, the Confirmation Order, and the Liquidating Trust Agreement. In order to receive distributions under the Seventh Amended Plan, all holders of Liquidating Trust Interests 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).

c. 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 Seventh Amended 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 Seventh

Amended 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.

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.

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.

E. Prosecution And Extinguishment Of Claims Held By The Debtors

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 Seventh Amended Plan and the Liquidating Trust Agreement.

F. Seventh Amended Plan Provisions Governing Distributions

1. Time and Manner of Distributions

Except as otherwise provided in the Seventh Amended Plan, distributions under the Seventh Amended 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 the Seventh Amended Plan.

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 the Seventh Amended Plan. 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 the Seventh Amended Plan.

c. Distribution of Cash to Holders of Certain Other Claims

Except as otherwise provided in the Seventh Amended Plan, 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 the Seventh Amended Plan.

d. Distribution of Reorganized Common Stock

Subject to the provisions of Sections 26.3 and 31.14 of the Seventh Amended 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 Seventh Amended Plan, such holder's share of Reorganized Common Stock.

2. Timeliness of Payments

Any payment or distribution to be made pursuant to the Seventh Amended Plan shall be deemed to be timely made if made within ten (10) days after the date specified in the Seventh Amended Plan. Whenever any distribution to be made under the Seventh Amended 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 31.1(a) of the Seventh Amended Plan to have been made on the Effective Date.

3. Distributions by the Disbursing Agent

All distributions under the Seventh Amended 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.

4. Manner of Payment under the Seventh Amended 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).

5. Delivery of Distributions

Subject to the provisions of Rule 9010 of the Bankruptcy Rules, and except as provided in Section 31.4 of the Seventh Amended Plan, 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 Seventh Amended 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 Section 31.5 of the Seventh Amended Plan and shall be only required to make such distributions and deliveries in accordance with the terms of the Confirmation Order and the Seventh Amended Plan and shall have no liability for actions taken in accordance with the Confirmation Order, the Seventh Amended Plan or in reliance upon information provided to the Trustees in accordance with the Confirmation Order, the Seventh Amended 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.

6. Undeliverable/Reserved Distributions

a. Holding of Undeliverable Distributions

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 Seventh Amended Plan shall require the Disbursing Agent to attempt to locate any holder of an Allowed Claim or Equity Interest.

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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 of the Seventh Amended Plan.

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 Seventh Amended Plan (other than (a) holders that affirmatively elect to opt out of granting the releases provided in Section 41.6 of the Seventh Amended Plan 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 of the Seventh Amended Plan. Without in any way limiting the foregoing, release elections, whether submitted in accordance with Section 31.6(c) of the Seventh Amended Plan 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.

7. Withholding and Reporting Requirements

Any party issuing any instrument or making any distribution under the Seventh Amended 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 Seventh Amended 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 Seventh Amended

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 Seventh Amended 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 Seventh Amended 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.

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 of the Seventh Amended Plan.

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 Seventh Amended Plan.

10. Setoffs

Except as otherwise provided in the Seventh Amended 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 Seventh Amended 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.

11. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a distribution under the Seventh Amended 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.

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 in the Seventh Amended Plan. 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.

13. Runoff Notes

Notwithstanding anything contained in the Seventh Amended Plan to the contrary, in accordance with Section 31.1(a) of the Seventh Amended Plan, and subject to the provisions set forth in subsections of Section 31.14 of the Seventh Amended Plan, 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.

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 Seventh Amended 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 Seventh Amended 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 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) of the Seventh Amended Plan to occur.

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 Seventh Amended Plan.

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. 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 Seventh Amended 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 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 Claim 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 Seventh Amended 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.

G. Means Of Implementation Of The Seventh Amended Plan

1. Incorporation and Enforcement of the Global Settlement Agreement

The Seventh Amended 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 Seventh Amended Plan.

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 Seventh Amended Plan. Any such transaction may be effected without any further action by the stockholders of any of the Debtors or the Debtors in Possession.

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 Seventh Amended Plan. As soon as practicable after initial distributions are made pursuant to the Seventh Amended 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.

4. Cancellation of Existing Securities and Agreements

Except as provided in the Seventh Amended Plan, 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 Seventh Amended 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 Seventh Amended Plan; and, provided, further, that, except as otherwise provided in the Seventh Amended Plan, nothing in the Seventh Amended 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 Seventh Amended 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 the Seventh Amended Plan.

5. Claims of Subordination

Except as specifically provided in the Seventh Amended Plan, 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 the Seventh Amended 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 the Seventh Amended 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 the Seventh Amended 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 the Seventh Amended Plan.

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 Seventh Amended 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 Seventh Amended 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 of the Seventh Amended Plan.

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.

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 Seventh Amended 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. See Article IX for a full discussion below.

9. Hart-Scott-Rodino Compliance

Any shares of Reorganized Common Stock to be distributed under the Seventh Amended 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.

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.

11. Credit Facility

a. Terms of Credit Facility

The terms of the Credit Facility are set forth in the Credit Agreement annexed to the Seventh Amended Plan as Exhibit "C".

b. Replacement Lenders

During the period from the date of the Seventh Amended Plan 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 Seventh Amended 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.

12. Creditors' Committee And Equity Committee

a. 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 Seventh Amended 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 Seventh Amended

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 Seventh Amended 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 Section 33.1 of the Seventh Amended 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 Section 35.1 of the Seventh Amended Plan 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.

b. Dissolution of the Equity Committee

On the Effective Date, other than with respect to its duties and obligations set forth in the Seventh Amended Plan, 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.

H. Executory Contracts And Unexpired Leases

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 Section 34.1 of the Seventh Amended Plan 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 Section 34.1 of the Seventh Amended Plan 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.

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 the Seventh Amended Plan or the Global Settlement Agreement.

3. Inclusiveness

Unless otherwise specified on the schedules to the Plan Supplement for the Seventh Amended Plan, 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.

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 the Seventh Amended 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 the Seventh Amended 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 otherwise in the Seventh Amended 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.

5. Rejection Damage Claims

If the rejection of an executory contract or unexpired lease by the Debtors under the Seventh Amended Plan 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.

6. Indemnification and Reimbursement Obligations

For purposes of the Seventh Amended 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 Seventh Amended 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.

7. Termination of Benefit Plans

Notwithstanding anything contained in the Seventh Amended 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.

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.

I. Rights and Powers of Disbursing Agent

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 Seventh Amended Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Seventh Amended 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 Seventh Amended Plan or for implementing the provisions of the Seventh Amended Plan.

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 Seventh Amended Plan, (ii) make distributions contemplated by the Seventh Amended Plan, (iii) comply with the Seventh Amended 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 Seventh Amended Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Seventh Amended Plan.

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.

J. Conditions Precedent to Effective Date of the Seventh Amended Plan

1. Conditions Precedent to Confirmation of the Seventh Amended Plan

Confirmation of the Seventh Amended 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):

- (i) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code;
- (ii) authorizing the solicitation of votes with respect to the Seventh Amended Plan;
- (iii) determining that all votes are binding and have been properly tabulated as acceptances or rejections of the Seventh Amended Plan;
- (iv) confirming and giving effect to the terms and provisions of the Seventh Amended Plan, including the releases in the Seventh Amended Plan;
- (v) approving the Global Settlement Agreement in accordance with their terms including, but not limited to the releases of the Released Parties;
- (vi) determining that all applicable tests, standards and burdens in connection with the Seventh Amended Plan have been duly satisfied and met by the Debtors and the Seventh Amended Plan;
- (vii) approving the documents in the Plan Supplement for the Seventh Amended Plan;
- (viii) authorizing the Debtors to execute, enter into, and deliver the documents in the Plan Supplement for the Seventh Amended Plan, and to execute, implement and take all actions otherwise necessary or appropriate to give effect to the transactions contemplated by the Seventh Amended Plan, the documents in the Plan Supplement for the Seventh Amended Plan, and the Global Settlement Agreement;
- (ix) determining that the compromises and settlements set forth in the Global Settlement Agreement and the Seventh Amended Plan are appropriate, reasonable and approved; and
- (x) 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
- (xi) 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 the Seventh Amended 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 Seventh Amended 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, and (ii) the releases and injunctions set forth in the Seventh Amended Plan.

2. Waiver of Conditions Precedent to Confirmation

To the extent practicable and legally permissible, each of the conditions precedent in Section 36.1 of the Seventh Amended Plan 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.

K. Conditions Precedent to Effective Date of the Seventh Amended Plan

1. Conditions Precedent to Effective Date of the Seventh Amended Plan

The occurrence of the Effective Date and the substantial consummation of the Seventh Amended Plan are subject to satisfaction of the following conditions precedent:

a. Satisfaction of Certain Global 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 Seventh Amended Plan shall have been effected or executed.

2. Waiver of Conditions Precedent

To the extent practicable and legally permissible, each of the conditions precedent in Section 37.1 of the Seventh Amended Plan 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.

L. 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 Seventh Amended Plan, or that relates to the following:

(i) 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 Seventh Amended Plan to add any executory contract or unexpired lease to the list of executory contracts and unexpired leases to be rejected;

(ii) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Seventh Amended Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Seventh Amended 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;

(iii) 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 Seventh Amended Plan, may be instituted by the Debtors, the Reorganized Debtors, or the Liquidating Trustee prior to or after the Effective Date;

(iv) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Seventh Amended Plan;

(v) 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;

(vi) 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;

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

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

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

(x) to hear and determine disputes arising in connection with or relating to the Seventh Amended Plan or the Global Settlement Agreement or the interpretation, implementation, or enforcement of the Seventh Amended Plan or the Global Settlement Agreement or the extent of any Entity's obligations incurred in connection with or released under the Seventh Amended 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;

(xi) 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 Seventh Amended Plan or the Global Settlement Agreement;

(xii) to determine any other matter that may arise in connection with or that is related to the Seventh Amended Plan, the 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;

(xiii) 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);

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

(xv) 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).

M. Modification, Revocation, or Withdrawal of the Seventh Amended Plan

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 Seventh Amended Plan or the Global Settlement Agreement, to amend or modify the Seventh Amended Plan, the Plan Supplement, or any exhibit to the Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Seventh Amended Plan in such manner as may be necessary to carry out the purpose and intent of the Seventh Amended Plan, subject in each case to the terms of the Global Settlement Agreement. A holder of a Claim that has accepted the Seventh Amended Plan shall be deemed to have accepted the Seventh Amended Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such holder.

2. Revocation or Withdrawal

The Seventh Amended Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

If the Seventh Amended Plan is revoked or withdrawn prior to the Confirmation Date, or if the Seventh Amended Plan does not become effective for any reason whatsoever, then the Seventh Amended Plan shall be deemed null and void. In such event, nothing contained in the Seventh Amended Plan 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.

3. Amendment of Plan Documents

From and after the Effective Date, the authority to amend, modify, or supplement the Plan Supplement for the Seventh Amended Plan, the Exhibits to the Plan Supplement and the Exhibits to the Seventh Amended 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 Seventh Amended Plan and their respective attachments, as the case may be.

4. No Admission of Liability

The submission of the Seventh Amended 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 the Seventh Amended Plan.

None of the Seventh Amended Plan (including, without limitation, the Exhibits thereto), or any settlement entered, act performed or document executed in connection with the Seventh Amended 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 the Seventh Amended Plan or any settlement entered, act performed or document executed in connection with the Seventh Amended Plan

shall be admissible in any proceeding for any purposes, except to carry out the terms of the Seventh Amended Plan, and except that, once confirmed, any Entity may file the Seventh Amended 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.

N. Corporate Governance and Management of the Reorganized Debtors

1. Corporate Action

On the Effective Date, all matters provided for under the Seventh Amended 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 Seventh Amended 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 Seventh Amended 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.

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.

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.

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.

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.

O. Miscellaneous Provisions

1. Title to Assets

Except as provided in Confirmation Order, on the Effective Date, title to all assets and properties encompassed by the Seventh Amended 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 Seventh Amended Plan.

2. Discharge and Release of Claims and Termination of Equity Interests

Except as expressly provided in Section 41.6 of the Seventh Amended Plan or the Confirmation Order, all distributions and rights afforded under the Seventh Amended Plan and the treatment of Claims and Equity Interests under the Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan and (ii) terminate and cancel all rights of any equity security holder in any of the Debtors and all Equity Interests.

Except as provided in Sections 41.6 and 41.12 of the Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, each holder of a Claim or Equity Interest in any Class under the Seventh Amended 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.

Except as expressly provided in Sections 41.6 and 41.12 of the Seventh Amended 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.

3. Injunction on Claims

Except as otherwise expressly provided in Sections 41.6 and 41.12 of the Seventh Amended 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 Seventh Amended 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 of the Seventh Amended Plan, 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 Seventh Amended

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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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.

4. Integral to Plan

Each of the discharge, injunction and release provisions provided in the Seventh Amended Plan is an integral part of the Seventh Amended 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 the Seventh Amended Plan.

5. Releases by the Debtors, the Creditors' Committee and the Equity Committee

a. Released Parties

Except as otherwise expressly provided in the Seventh Amended 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, 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.

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 Seventh Amended 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 Section 41.6 of the Seventh Amended Plan, 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 Section 41.6 of the Seventh Amended Plan, 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) of the Seventh Amended Plan, shall not be entitled to, and shall not receive, any payment, distribution or other satisfaction of its claim pursuant to the Seventh Amended Plan; and, provided, further, that, notwithstanding anything contained in Section 41.6(a) of the Seventh Amended Plan to the contrary, the release set forth in Section 41.6(a)(1) of the Seventh Amended Plan 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 Section 41.6(a) of the Seventh Amended Plan, "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 in the Seventh Amended Plan 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 Seventh Amended 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 in the Seventh Amended Plan 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 Section 41.6(c) of the Seventh Amended Plan 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 (as defined in the Seventh Amended Plan), which provisions shall control over any contrary provision in the Confirmation Order, the Plan or the Global Settlement Agreement" prior to the period at the conclusion thereof.

d. Securities Litigations

Nothing contained in the Seventh Amended Plan, 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 in the Seventh Amended Plan 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 in the Seventh Amended Plan 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 Seventh Amended Plan, (a) the release and injunction provisions of the Seventh Amended 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 Seventh Amended 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 in the Seventh Amended Plan 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 Seventh Amended 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.

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 Seventh Amended 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 of the Seventh Amended Plan; 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 Seventh Amended Plan or the Confirmation Order.

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 Seventh Amended 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 Seventh Amended Plan and the Global Settlement Agreement; provided, however, that the provisions of Section 41.8 of the Seventh Amended Plan 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 provisions of Section 41.8 of the Seventh Amended Plan 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 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 Seventh Amended Plan.

9. Bar Order

To the limited extent provided in Section 41.6 of the Seventh Amended 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 Seventh Amended 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).

10. Deemed Consent

By submitting a Ballot or election form and receiving a distribution under or any benefit pursuant to the Seventh Amended Plan and not electing to withhold consent to the releases of the applicable Released Parties and the Entities set forth in the Seventh Amended 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 the Seventh Amended Plan.

11. No Waiver

Notwithstanding anything to the contrary contained in the Seventh Amended Plan, 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.

12. Supplemental Injunction

Notwithstanding anything contained in the Seventh Amended Plan to the contrary, except to the limited extent provided in Section 41.6 of the Seventh Amended 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:

(i) 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;

(ii) 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;

(iii) 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;

(iv) Except as otherwise expressly provided in the Seventh Amended 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

(v) Taking any act, in any manner, in any place whatsoever, that does not conform to, or comply with, the provisions of the Seventh Amended 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 Seventh Amended Plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code.

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 the Seventh Amended 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.

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 the Seventh Amended Plan.

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 Seventh Amended Plan without further approval from the Bankruptcy Court.

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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, without the payment of any such tax or government assessment.

17. Withdrawal of Equity Committee Proceedings

Without limiting the provisions of Section 35.2 of the Seventh Amended 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.

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) of the Seventh Amended Plan, 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 Seventh Amended 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.

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.

20. Severability

If, prior to the Confirmation Date, any term or provision of the Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended 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 Seventh Amended Plan, as it may have been altered or interpreted, is valid and enforceable pursuant to its terms.

21. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that an exhibit to the Seventh Amended Plan or any document to be entered into in connection herewith provides otherwise, the rights, duties, and obligations arising under the Seventh Amended 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.

22. Closing of Cases

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.

VII. FINANCIAL INFORMATION AND PROJECTIONS

A. Projected Financial Information

The Debtors believe that the Seventh Amended Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Seventh Amended Plan. In connection with the development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources. The Debtors prepared financial projections (the "Projections") for the fiscal years of 2011 through 2019 (the "Projection Period"), as set forth below.

The Debtors do not, as a matter of course, publish their business plans or strategies, projections or anticipated financial position. Accordingly, the Debtors do not anticipate that they will, and disclaim any obligation to, furnish updated business plans or projections to holders of Claims or other parties in interest after the Confirmation Date, or to include such information in documents required to be filed with the SEC or otherwise make such information public, unless required to do so by the SEC or other regulatory body pursuant to the provisions of the Seventh Amended Plan.

In connection with the planning and development of the Seventh Amended Plan, the Projections were prepared by the Debtors to present the anticipated impact of the Seventh Amended Plan. The Projections assume that the Seventh Amended Plan will be implemented in accordance with its stated terms. The Projections are based on forecasts of key economic variables and may be significantly impacted by, among other factors, changes in the mortgage insurance environment, regulatory changes and/or a variety of other factors. Accordingly, the estimates and assumptions underlying the Projections are inherently uncertain and are subject to significant business, economic and other uncertainties. Therefore, such Projections, estimates and assumptions are not necessarily indicative of current values or future performance, which may be significantly less or more favorable than set forth herein. The Projections included herein were prepared in January 2012.

The Projections should be read in conjunction with the significant assumptions, qualifications and notes set forth below.

THE DEBTORS PREPARED THE PROJECTIONS WITH THE ASSISTANCE OF THEIR PROFESSIONALS. THE DEBTORS DID NOT PREPARE SUCH PROJECTIONS TO COMPLY WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND THE RULES AND REGULATIONS OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. EXCEPT FOR PURPOSES OF THE DISCLOSURE STATEMENT, THE DEBTORS DO NOT PUBLISH PROJECTIONS OF THEIR ANTICIPATED FINANCIAL POSITION OR RESULTS OF OPERATIONS.

MOREOVER, THE PROJECTIONS CONTAIN CERTAIN STATEMENTS THAT ARE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE SUBJECT TO A NUMBER OF ASSUMPTIONS, RISKS, AND UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE DEBTORS, INCLUDING THE IMPLEMENTATION OF THE SEVENTH AMENDED PLAN, THE CONTINUING AVAILABILITY OF SUFFICIENT BORROWING CAPACITY OR OTHER FINANCING TO FUND OPERATIONS AND MINIMUM TRUST REQUIREMENTS PER THE REINSURANCE AGREEMENTS, ACHIEVING OPERATING EFFICIENCIES, INVESTMENT YIELDS, MORTGAGE PREPAYMENT RATES, MORTGAGE DELINQUENCY RATES, HOME PRICE APPRECIATION, MORTGAGE INSURER RECISSION ACTIVITY AND OTHER LOSS MITIGATION FACTORS, LOSS DEVELOPMENT CURVES AND PAYMENT PATTERNS, HAWAII CAPTIVE INSURANCE GUIDELINES AND REGULATIONS, EXISTING AND FUTURE GOVERNMENTAL REGULATIONS AND ACTIONS OF GOVERNMENTAL BODIES (INCLUDING SPECIFIC ACTIONS OF THE GOVERNMENT TO ASSIST HOME OWNERS), INDUSTRY-SPECIFIC RISK FACTORS (AS DETAILED IN ARTICLE X OF THIS DISCLOSURE STATEMENT ENTITLED "CERTAIN FACTORS TO BE CONSIDERED"), AND OTHER MARKET AND COMPETITIVE CONDITIONS. HOLDERS OF CLAIMS AND INTERESTS ARE CAUTIONED THAT THE FORWARD-LOOKING STATEMENTS SPEAK AS OF THE DATE MADE AND ARE NOT GUARANTEES OF FUTURE PERFORMANCE. ACTUAL RESULTS OR DEVELOPMENTS MAY DIFFER MATERIALLY FROM THE EXPECTATIONS EXPRESSED OR IMPLIED IN THE FORWARD-LOOKING STATEMENTS, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE ANY SUCH STATEMENTS.

THE PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTORS, MAY NOT BE REALIZED AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, INDUSTRY, REGULATORY, LEGAL, MARKET, AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE REORGANIZED DEBTORS' CONTROL. THE DEBTORS CAUTION THAT NO REPRESENTATIONS CAN BE MADE OR ARE MADE AS TO THE ACCURACY OF THE PROJECTIONS OR TO THE REORGANIZED DEBTORS' ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL BE INCORRECT. MOREOVER, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THE DEBTORS PREPARED THESE PROJECTIONS MAY BE DIFFERENT FROM THOSE ASSUMED, OR, ALTERNATIVELY, MAY HAVE BEEN UNANTICIPATED, AND THUS THE OCCURRENCE OF THESE EVENTS MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. EXCEPT AS OTHERWISE PROVIDED IN THE SEVENTH AMENDED PLAN OR THIS DISCLOSURE STATEMENT, THE DEBTORS AND REORGANIZED DEBTORS, AS APPLICABLE, DO NOT INTEND AND UNDERTAKE NO OBLIGATION TO UPDATE OR OTHERWISE REVISE THE PROJECTIONS TO REFLECT EVENTS OR CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE THE DISCLOSURE STATEMENT IS INITIALLY FILED OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS. THEREFORE, THE PROJECTIONS MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE SEVENTH AMENDED PLAN, HOLDERS OF CLAIMS MUST MAKE THEIR OWN DETERMINATIONS AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS AND SHOULD CONSULT WITH THEIR OWN ADVISORS.

The Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in this Disclosure Statement, the Seventh Amended Plan, and the Plan Supplement

for the Seventh Amended Plan, in their entirety, and the historical consolidated financial statements (including the notes and schedules thereto) and other financial information as submitted to court in the Debtors' Monthly Operating Reports filed with the Bankruptcy Court.

B. Projected Statement of Operations (Unaudited)

Reorganized WMI
 Consolidated Financial Projections
 Projected Income Statement (Unaudited)
 Period Ending December 31, XXXX

(\$ in thousands)

	Act/Fcst 2011	Forecast 2012	Forecast 2013	Forecast 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Forecast 2019	2011-19
Premiums Written	\$34,615	\$29,139	\$21,683	\$15,206	\$10,074	\$6,345	\$2,404	\$376	\$0	\$119,842
Change in Unearned Premiums	188	87	88	84	68	55	52	43	13	678
Premiums Revenue	34,803	29,226	21,771	15,290	10,142	6,401	2,456	418	13	120,520
Investment Income	8,186	10,903	8,738	7,191	6,296	5,621	4,436	3,111	465	54,948
Investment Management Expense	-	(502)	(493)	(406)	(355)	(317)	(250)	(176)	(26)	(2,526)
Net Investment Income	8,186	10,401	8,245	6,785	5,941	5,304	4,186	2,936	439	52,422
Total Income	42,989	39,627	30,016	22,076	16,083	11,704	6,641	3,354	452	172,942
Losses Paid	97,131	108,181	64,245	20,904	2,677	525	145	16	-	293,825
Provision for Reserves	(46,425)	(61,952)	(53,466)	(19,107)	(2,260)	(514)	(145)	(16)	-	(183,886)
Ceding Commission	4,302	3,082	2,298	1,559	1,027	648	262	49	-	13,227
Underwriting Expenses	55,008	49,311	13,076	3,357	1,443	659	262	49	-	123,166
Public Reporting Expenses	-	3,613	1,799	1,853	1,908	1,965	2,024	2,085	2,148	17,394
General, Admin & Other Expenses	541	2,264	2,232	2,299	1,907	1,964	2,023	2,083	304	15,616
Interest Expense	-	14,642	19,740	19,873	18,968	17,588	14,442	10,821	5,830	121,904
Gain/(Loss) on Commutation	-	-	-	-	-	-	-	-	14,070	14,070
Total Expenses	55,549	69,829	36,846	27,381	24,227	22,176	18,751	15,038	22,352	292,150
Pre-Tax Income (Loss)	(12,560)	(30,203)	(6,830)	(5,306)	(8,144)	(10,472)	(12,110)	(11,684)	(21,900)	(119,208)
Tax Expense/(Benefit)	-	-	-	-	-	-	-	-	-	-
Net Income (Loss)	(\$12,560)	(\$30,203)	(\$6,830)	(\$5,306)	(\$8,144)	(\$10,472)	(\$12,110)	(\$11,684)	(\$21,900)	(\$119,208)

C. Projected Balance Sheet (Unaudited)

Reorganized WMI
 Consolidated Financial Projections
 Projected Consolidated Balance Sheet (Unaudited)
 As of December 31, XXXX

(\$ in thousands)	Act/Fcst 2011	Forecast 2012	Forecast 2013	Forecast 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Forecast 2019
ASSETS									
Cash and Investments (Reorg WMI)	\$0	\$71,058	\$68,703	\$71,503	\$69,091	\$66,614	\$64,062	\$61,434	\$74,011
Cash and Investments (WMMRC)	346,463	269,583	227,871	193,719	176,601	155,899	116,478	78,688	-
Accrued Interest	946	811	678	573	519	458	343	232	-
Reinsurance Premiums Receivable	2,765	2,245	1,670	1,155	765	482	183	29	-
Total Assets	350,174	343,697	298,923	266,950	246,976	223,453	181,066	140,383	74,011
LIABILITIES & SHAREHOLDERS' EQUITY									
Accrued Expenses	48	399	370	374	343	349	352	356	179
Accrued Ceding Fees	292	237	177	118	78	49	20	4	-
Runoff Notes	-	144,642	164,382	158,821	150,910	138,630	108,608	79,692	35,414
Unearned Premiums	490	403	315	231	163	107	56	13	-
Losses Payable	7,816	7,643	3,603	1,742	223	44	12	1	-
Reserves	137,461	75,509	22,043	2,936	676	162	16	-	-
Total Liabilities	150,107	228,833	190,890	164,223	152,393	139,341	109,064	80,065	35,593
Paid-In Capital	69,880	141,923	141,923	141,923	141,923	141,923	141,923	141,923	141,923
Retained Earnings	130,187	(27,060)	(33,890)	(39,196)	(47,340)	(57,812)	(69,922)	(81,605)	(103,505)
Total Stockholders' Equity	200,066	114,863	108,033	102,727	94,584	84,112	72,002	60,318	38,418
Total Liabilities & Stockholders' Equity	\$350,174	\$343,697	\$298,923	\$266,950	\$246,976	\$223,453	\$181,066	\$140,383	\$74,011

D. Projected Statement of Cash Flow – Indirect Method (Unaudited)

Reorganized WMI
 Consolidated Financial Projections
 Indirect Cash Flows (Unaudited)
 Period Ending December 31, XXXX

(\$ in thousands)

	Act/Fcst 2011	Forecast 2012	Forecast 2013	Forecast 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Forecast 2019	2011-19
CASH FLOW FROM OPERATIONS										
Net (Loss) Income	(\$12,560)	(\$30,203)	(\$6,830)	(\$5,306)	(\$8,144)	(\$10,472)	(\$12,110)	(\$11,684)	(\$21,900)	(\$119,208)
Changes in Assets & Liabilities:										
Accrued Investment Income	2,565	135	133	105	54	61	115	111	232	3,511
Premiums Receivable	1,412	520	574	515	390	283	299	154	29	4,177
Losses and Loss Adjustment Expenses	(46,425)	(61,952)	(53,466)	(19,107)	(2,260)	(514)	(145)	(16)	-	(183,886)
Losses Payable	(4,605)	(173)	(4,040)	(1,861)	(1,519)	(179)	(32)	(11)	(1)	(12,421)
Unearned Premiums	(188)	(87)	(88)	(84)	(68)	(55)	(52)	(43)	(13)	(678)
Accrued Ceding Commission Expense	(296)	(55)	(60)	(59)	(40)	(29)	(29)	(16)	(4)	(588)
Accounts Payable and Accrued Expenses	(49)	(3,695)	(21)	10	(28)	9	10	10	(164)	(3,918)
Accrued Investment Expenses	-	46	(8)	(6)	(3)	(3)	(7)	(6)	(13)	-
Net Cash from Operating Activities	(47,585)	(65,261)	(56,976)	(20,486)	(3,475)	(428)	160	183	66	(193,803)
Net Cash from Operations	(60,145)	(95,464)	(63,806)	(25,792)	(11,619)	(10,900)	(11,950)	(11,501)	(21,834)	(313,011)
CASH FLOW FROM FINANCING ACTIVITIES										
Capital Contribution	-	75,000	-	-	-	-	-	-	-	75,000
Additional Interest on Runoff Notes (PIK Interest)	-	14,642	19,740	15,352	14,741	13,745	11,143	8,662	3,240	101,265
Principal Paydown of Runoff Notes	-	-	-	(20,913)	(22,652)	(26,025)	(41,165)	(37,579)	(47,517)	(195,850)
Net Cash from Financing Activities	-	89,642	19,740	(5,560)	(7,911)	(12,280)	(30,022)	(28,917)	(44,277)	(19,586)
Net Change in Cash and Cash Equivalents	(60,145)	(5,822)	(44,066)	(31,352)	(19,530)	(23,180)	(41,972)	(40,418)	(66,112)	(332,597)
Beginning Cash & Investments Balance	406,608	346,463	340,641	296,575	265,222	245,692	222,512	180,540	140,123	406,608
Ending Cash & Investments Balance	\$346,463	\$340,641	\$296,575	\$265,222	\$245,692	\$222,512	\$180,540	\$140,123	\$74,011	\$74,011

E. Projected Statement of Cash Flow – Direct Method (Unaudited)

Reorganized WMI
 Consolidated Financial Projections
 Direct Cash Flows (Unaudited)
 Period Ending December 31, XXXX

(\$ in thousands)

	Act/Fcst 2011	Forecast 2012	Forecast 2013	Forecast 2014	Forecast 2015	Forecast 2016	Forecast 2017	Forecast 2018	Forecast 2019	2011-19
Cash & Investments - Beginning Balance	\$406,608	\$346,463	\$340,641	\$296,575	\$265,222	\$245,692	\$222,512	\$180,540	\$140,123	\$406,608
Assumed Premiums Written	36,027	29,659	22,257	15,722	10,464	6,629	2,703	530	29	124,019
Investment Income	10,751	11,038	8,871	7,296	6,350	5,681	4,551	3,222	697	58,458
Investment Management Expense	-	(457)	(501)	(412)	(358)	(321)	(257)	(182)	(39)	(2,526)
Paid Losses	(101,735)	(108,354)	(68,284)	(22,766)	(4,196)	(704)	(177)	(27)	(1)	(306,246)
Ceding Commission	(4,598)	(3,136)	(2,358)	(1,618)	(1,067)	(677)	(291)	(65)	(4)	(13,815)
Public Reporting Expenses	-	(3,472)	(1,790)	(1,848)	(1,903)	(1,961)	(2,019)	(2,080)	(2,142)	(17,216)
General, Admin & Other Expenses	(590)	(6,100)	(2,262)	(2,293)	(1,939)	(1,959)	(2,018)	(2,079)	(473)	(19,713)
Final Commutation	-	-	-	-	-	-	-	-	(14,070)	(14,070)
Capital Contribution	-	75,000	-	-	-	-	-	-	-	75,000
Cash interest on Runoff Notes	-	-	-	(4,520)	(4,228)	(3,843)	(3,299)	(2,159)	(2,590)	(20,639)
Principal Payments on Runoff Notes	-	-	-	(20,913)	(22,652)	(26,025)	(41,165)	(37,579)	(47,517)	(195,850)
Net Change in Cash and Cash Equivalents	(60,145)	(5,822)	(44,066)	(31,352)	(19,530)	(23,180)	(41,972)	(40,418)	(66,112)	(332,597)
Cash & Investments - Ending Balance	\$346,463	\$340,641	\$296,575	\$265,222	\$245,692	\$222,512	\$180,540	\$140,123	\$74,011	\$74,011

F. Assumptions to the Projections

1. Projections

The Debtors prepared the Projections for the Projection Period. The Projections are based on the primary assumption that the operating results for the Reorganized Debtors would reflect the operating projections of Reorganized WMI's only remaining active operating subsidiary—WMMRC. Furthermore, the Projections incorporate the proposed capital structure for Reorganized WMI pursuant to the Seventh Amended Plan, as well as costs associated with Reorganized WMI being a public company. Please see Section IV.A.6 of this Disclosure Statement for a brief overview of WMMRC and its operations. Based on the aforementioned, the key assumptions defined below are related to the key assumptions of WMMRC and its ongoing operations. Although the Debtors prepared the Projections in good faith and believe the assumptions to be reasonable, it is important to note that the Debtors can provide no assurance that such assumptions will be realized. As described in detail in Articles VIII, IX, and X of this Disclosure Statement, a variety of risk factors could affect the Reorganized Debtors' financial results and must be considered. The Projections should be reviewed in conjunction with a review of these assumptions, including the qualifications and footnotes set forth herein. The Projections are not provided in a "Modified GAAP" form (as required by the Hawaii State Insurance Commissioner office), which would add contingency reserves to the liabilities section with a commensurate reduction to the equity section. Furthermore, the Projections do not include any adjustments that would be required should "Fresh Start" accounting be required per FASB Accounting Standards Codification 852.

2. Key Assumptions

a. General

Operating Plan. The Projections reflect a mortgage insurance captive in a state of run-off with its existing reinsured loans affiliated with six (6) primary Mortgage Insurance ("MI") companies. As of September 25, 2008, WMMRC was no longer able to accept new mortgage insurance business from the MI companies since new reinsured loans (WMB-originated or acquired loans) would no longer be affiliated with the Debtors or WMMRC. As a result, no additional or new business has been added to WMMRC since such date and no new business is anticipated nor forecasted in the Projections.

Generally, WMMRC's share of premiums (in addition to the risk associated therewith) will be collected on actively reinsured loans for a term of 10 years, based on the loan origination date. Premiums will continue to be collected until such time as the loan is refinanced, matures, or claims on such loans have been fully paid. Based on the last active date of new business being added, WMMRC will continue to receive its share of mortgage insurance premium from the MIs through 2018.

The Projections contained herein assume that WMMRC will continue to collect premiums and pay losses through 2018. **No new business ventures nor opportunities for expansion of Reorganized WMI are included in the Projections, the results of which may materially affect results. Moreover, the Projections do not take into account nor assume that Reorganized WMI raises new capital or engages in new business lines subsequent to the Effective Date of the Seventh Amended Plan, the proceeds of which could be used to effectuate an expanded business model.** By March 31, 2019, the Debtors assume that 1) premiums will no longer be collected, 2) no risk exposure will exist, and 3) all remaining assets contained within the six MI affiliated trusts will become unrestricted and used to pay off the remaining Runoff Notes or retained by the Reorganized WMI less a final commutation settlement amount. The Projections include assumptions relating to capital requirements and final commutation settlement negotiations in 2018 and 2019. Variances to these assumptions may affect results.

Methodology. The Projections are primarily based upon actuarial forecasts of future premiums, incurred losses, and paid losses over the Projection Period that were provided to the Debtors by their professionals in a report dated December 19, 2011, which includes actuarial projections as of September 30, 2011. Based on activity to date, the Debtors continue to believe that such actuarial projections continue to reflect a reasonable forecast over the Projection Period—such that no modification other than updates to actual results through November 30, 2011 have been made. The Projections also contain the Debtors' assumptions, including forecasts for investment earnings, general and administrative expenses, public reporting expenses, and the amounts and timing of capital available for distribution.

Capital Structure: As described in Section I.G and III.B.1 hereof, upon the Effective Date, the capital structure of Reorganized WMI will reflect the Senior Notes Release Consideration, the Senior Subordinated Notes Release Consideration, Runoff Notes, and Credit Facility. The projections assume (i) the Runoff Notes will accrue interest and receive the available Runoff Proceeds according to the payment priority outlined in Section III.B.1.b of this document and (ii) the Credit Facility will not be drawn during the Projection Period. As discussed in Section X.B.6 of the Disclosure Statement, the projections show that the Runoff Proceeds will be sufficient to satisfy only a portion of the principal and interest owed in connection with the Second Lien Runoff Notes. In addition, the projections exclude any proceeds from Reorganized WMI's portion of potential Litigation Proceeds (described in Section III.B.6.b(iv) of the Disclosure Statement). At the end of the Projection Period, the Runoff Notes will remain outstanding even though the Runoff Proceeds are expected to be exhausted; however, the Runoff Notes will not have recourse to the Company.

Plan Consummation. The operating assumptions assume that the Seventh Amended Plan will be confirmed and consummated on or about February 29, 2012.

Macroeconomic and Industry Environment. Uncertainty associated with forecasts is magnified by the nature of mortgage insurance. Mortgage insurance results are sensitive to external factors such as unemployment, housing market conditions, and so on. Accordingly, past experience may not be indicative of future conditions. A loan underwritten in a given year is generally insured over several calendar years. Therefore, adverse economic conditions in a given calendar year could affect results not only for the current underwriting year but also for prior underwriting years. The reinsurer's losses are subject to even greater uncertainty because of the excess-of-loss structure of its reinsurance business. Excess losses tend to be more volatile, as they are associated with more severe economic deteriorations. Future economic developments that give rise to additional delinquencies and losses will impact ultimate losses. Additionally, estimates are significantly more uncertain given the current economic deterioration, elevated default rates and adverse house price trends. Based on the aforementioned, the forecasts reflect the current economic environment.

Additional material assumptions include investment yields on assets and amount and timing of dividend approvals from the Hawaii State Insurance Commissioner's office. Given the uncertainty faced by the Debtors in the mortgage insurance environment and based on discussions with local professionals, the Debtors believe access to unrestricted capital (e.g. dividends) will not be approved by the Commissioner's office until the majority of paid losses on claims have been realized. Additionally, investment yields were held constant over the projection period based on current investment yields, though economic conditions and government actions can have a material impact on such forecasted yields.

b. Projected Statement of Operations

Premium Revenue: Revenues consist entirely of premiums earned as part of the WMMRC's reinsurance agreements with its six MI partners. WMMRC's typical reinsurance agreements

are referred to as a “4/10/40” excess of loss structure. After the first 4% of losses are paid by the primary MI (“4”), WMMRC would be responsible for the next 10% of losses (“10”) with the primary MI being responsible for all other losses above the reinsurer’s layer. For taking on such risk, the MI pays WMMRC 40% (“40”) of the mortgage insurance premiums that the MI collects from the borrower. Typically these mortgage insurance premiums are contained in the borrower’s monthly payment to the loan servicer, who then forwards on such payment to the MI. All ceded premium revenues are deposited into each respective trust account (“Trust”) by the MI on a monthly basis (though they are netted against any losses for which WMMRC is responsible before such deposit). Based on November 30, 2011 data, WMMRC currently reinsures approximately 68,000 loans with origination dates between 1997 and 2008. Consistent with the operating plan, WMMRC will see the number of loans decrease over time so that by 2019 no loans will be reinsured by WMMRC. Premium projections were based on actuary forecasts of premium persistency of each of the loans, by origination year, over the Projection Period.

Losses Paid: Consistent with the “4/10/40” structure above, losses paid represent the losses for which the Debtors are responsible. Based on November 30, 2011 data, WMMRC reinsures loans with the six Mortgage Insurers of approximately \$16.6 billion dollars (“original risk in force”). Based on the WMMRC’s current risk exposure relative to the \$16.6 billion of mortgage insurance currently being provided, taking into account current loans outstanding and the amount of losses relative to WMMRC’s starting risk layer (4%), WMMRC has \$0.7 billion of potential loss exposure (or aggregate risk exposure) remaining assuming one hundred percent (100%) frequency and severity of loss claims. The amount and timing of losses paid through the Projection Period were based on actuary forecasts which assumed total future paid losses of \$216 million as of September 30, 2011—all of which will be paid over the Projection Period. The amount of losses related to an insured loan is based on frequency and severity forecasts while the timing of paid losses is based on assumptions related to the MIs timing on payments once a claim becomes delinquent. The total losses indicated were adjusted by the Debtors to reflect actual results through November 2011.

Provision for Reserves: The provision of reserves is a function of reserves being taken on an insured loan when it is declared in default (generally two payments past due). The MI companies have various methodologies for taking reserves on delinquent loans, including the timing of taking reserves and the severity of the reserve which is normally a function of how long the loan is in delinquency status. Based on actual results to date, WMMRC has already reserved a large percentage of loans expected to go into payment status. As of November 30, 2011, WMMRC had reserves of \$137 million compared against the \$216 million of projected paid losses above. Thus the provision is generally seen as a reduction of operating expenses as claims get paid out, the reserves would get extinguished. Starting in December 2011 through the Projection Period, WMMRC will incur additional provisions of \$79 million (\$216 million less \$137 million), further adjusted for actual results, under the assumption that all claims that are paid would be reserved prior to payment. The timing of such provisions was based on actuary forecasts taking into account current delinquency rates and severity.

Ceding Commissions: Of the six MI companies for which WMMRC has reinsurance agreements, four of those agreements contain a structure for which WMMRC pays ceding commissions to the carriers—represented as a percentage of the premiums paid from the MI to WMMRC. These ceding commissions range from 0.2% to 19.9% of premium revenue earned on an aggregate basis affiliated with these four MIs. Assumptions were made for each MI that the ceding commission rate would remain constant and apply to the premiums earned each year during the projection period.

General and Administrative Expenses: General and administrative expenses were projected based on the captive’s operations on a stand-alone basis and were assumed to grow at a 3% annual inflation rate over the projection period. Projections reflect existing operating expenses plus additional infrastructure, investment management, salaries and benefits, and contingency expenses.

Existing expenses include 1) management fees paid to a Hawaii-based management company responsible for accounting, payable disbursements, and coordination of all state filings, 2) actuary consulting fees 3) professional fees including audit and legal, 4) bank and trustee fees, and 5) insurance licensing expenses/fees. Though not currently out-sourced, the Debtors assumed investment management expenses of 20 basis points per year based on assets under management. Additional stand-alone infrastructure needs include expenses related to officers/management, supplies, rent/infrastructure, director fees, and D&O/Liability insurance.

Intercompany Transactions: WMMRC's investment management expense and certain general and administrative expenses will be paid by Reorganized WMI and reimbursed through intercompany agreements. WMMRC received approval from the Hawaii insurance regulator for the forms of intercompany reimbursement agreements and the reimbursement obligations set forth therein. The intercompany expenses and reimbursements are included in the Projections.

Interest Expense: Interest expense relates to the 13% interest rate per annum that will be paid in-kind, or in Cash if available, on the outstanding portion of the Runoff Notes (initially \$130,000,000.00). In addition, the Debtors assume no draws on the Credit Facility during the Projection Period and as a result there is no interest expense associated with that facility.

Investment Income: WMMRC's assets contained in six MI trusts and one custodial account are invested in various high-grade products, including money markets (10% of total cash and investments), treasuries (0%), agencies (33%), corporate bonds (43%), mortgage securities (6%), and foreign issues (8%). Current yields on the mix above provide a return of 3.0%. The Debtors assumed a fixed yield of 3.5% over the Projections period—though the yields could be materially different given future decisions on investment mix. WMMRC is precluded from investing trust assets in lower grade investments per the reinsurance agreements.

Tax Expense: No provision for federal tax expense has been made during the Projection Period as the Projections do not anticipate the Reorganized Debtors generating any pre-tax income. In addition, if the Reorganized Debtors were to generate pre-tax income, it is assumed that the entities would be able to take advantage of retained WMI tax attributes providing for NOL carryforwards sufficient to cover projected earnings streams. For a discussion of potential limitations and other considerations with respect to the availability of sufficient NOL carryforwards see Article VIII hereof.

Public Reporting Expenses: Public reporting expenses were projected based on the requirements of Reorganized WMI to file audited financial reports with the SEC and send Reorganized WMI's shareholders financial and voting materials. Projections include upfront expenses and on-going expenses, which were assumed to grow at a 3% annual inflation rate over the projection period.

VIII. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE SEVENTH AMENDED PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Seventh Amended Plan to the Debtors and to holders of Claims and Equity Interests. The following summary generally does not address the U.S. federal income tax consequences to holders whose Claims are unimpaired or otherwise entitled to payment in full in cash under the Seventh Amended Plan (e.g., Allowed Administrative Expense Claims, Allowed Professional Compensation and Reimbursement Claims, Allowed Priority Non-Tax Claims, and Allowed WMI Vendor Claims) or whose distributions are governed by the Global Settlement Agreement, or to holders of Claims that are deemed to reject the Seventh Amended Plan (e.g., WMB Subordinated Notes Claims).

The following summary is based on the Internal Revenue Code (the “IRC”), U.S. Treasury regulations promulgated thereunder, judicial decisions, and published administrative rules and pronouncements of the IRS, all as in effect on the date hereof. Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below.

The U.S. federal income tax consequences of the Seventh Amended Plan are complex and are subject to significant uncertainties. The Debtors have not requested an opinion of counsel with respect to any of the tax aspects of the Seventh Amended Plan. The Debtors have obtained rulings from the IRS as to certain tax aspects of the Seventh Amended Plan as indicated herein, and do not currently anticipate seeking any additional rulings from the IRS with respect to the remaining tax aspects of the Seventh Amended Plan. In addition, this summary generally does not address foreign, state or local tax consequences of the Seventh Amended Plan, nor does it address the U.S. federal income tax consequences of the Seventh Amended Plan to special classes of taxpayers (such as foreign taxpayers, broker-dealers, traders that mark-to-market their securities, banks, mutual funds, insurance companies, other financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, tax-exempt organizations, retirement plans, persons whose functional currency is not the U.S. dollar, persons subject to the alternative minimum tax, persons holding Claims or Equity Interests as part of a “straddle,” “hedge,” “constructive sale” or “conversion transaction” with other investments, pass-through entities and investors in pass-through entities). If a partnership (including any entity treated as a partnership for tax purposes) holds Claims or Equity Interests, the tax treatment of a partner (or member) will generally depend upon the status of the partner (or member) and upon the activities of the partnership. Moreover, the following discussion generally does not address U.S. federal taxes other than income taxes, nor does it apply to any person that acquires any of the exchange consideration in the secondary market.

This discussion assumes, except where otherwise indicated, that the Claims, Equity Interests, Runoff Notes, and Reorganized Common Stock are held as “capital assets” (generally, property held for investment) within the meaning of section 1221 of the IRC.

In connection with the Seventh Amended Plan, the AAOC has committed to enter into the Credit Facility for purposes of financing Reorganized WMI. However, certain qualifying Claim and Equity Interest holders may choose to become a lender under the Credit Facility. The following discussion assumes that the right of such holders to become lenders does not constitute additional consideration in respect of their Claims or Equity Interests. Any holder considering participating in the Credit Facility should consult its tax advisor regarding the federal income tax consequences of becoming, and being, a lender under the Credit Facility. Such consequences are not discussed herein.

The following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon the individual circumstances pertaining to a holder of a Claim or Equity Interest.

***IRS Circular 230 Notice.* To ensure compliance with IRS Circular 230, holders of Claims and Equity Interests are hereby notified that: (a) any discussion of federal tax issues contained or referred to in this Disclosure Statement is not intended or written to be used, and cannot be used, by holders of Claims and Equity Interests for the purpose of avoiding penalties that may be imposed on them under the IRC; (b) such discussion is written in connection with the promotion or marketing by the Debtors of the transactions or matters addressed herein; and (c) holders of Claims and Equity Interests should seek advice based on their particular circumstances from an independent tax advisor.**

A. Consequences to the Debtors

For U.S. federal income tax purposes, the Debtors are members of an affiliated group of corporations which files a consolidated U.S. federal income tax return, of which WMI is the common parent (previously defined as the “Tax Group”).

The Tax Group reported a substantial consolidated NOL and certain credit carryforwards for federal income tax purposes for the taxable year of the Tax Group ended December 31, 2008, which have been reduced by income generated (on a collective basis) in the two subsequent taxable years. In accordance with U.S. federal income tax law, NOLs are generally first carried back (to the extent permitted) to offset prior years’ income, before being available to be carried forward. Thus, a portion of the NOLs incurred by the Tax Group for its taxable year ended December 31, 2008 was carried back to reduce certain asserted tax adjustments and the Tax Group’s reported taxable income in prior years, generating the majority of the substantial Tax Refunds that will be allocated pursuant to the Global Settlement Agreement, as discussed in Section V.B.3.b(ii) above. The remaining portion of such NOLs, after reduction by the net income generated in subsequent years, is approximately \$17.7 billion as of December 31, 2010 and currently is available to the Tax Group as an NOL carryforward that can offset future income. The Debtors may have a small amount of additional NOL in the taxable year ending December 31, 2011. Substantially all of such NOL carryforwards, however, are attributable to the operations of WMB and its former subsidiaries or to the FDIC Receiver’s sale of substantially all of WMB’s assets to JPMC, and thus will cease to be available to the Reorganized Debtors as of the date WMB ceases to be a member of the Tax Group—such as when the FDIC distributes all of the WMB receivership assets to WMB’s creditors, or in the event that WMI abandons its stock interest in WMB. Moreover, if an ownership change were to occur on the Effective Date, the continued availability of the estimated \$17.7 billion NOL thereafter would be subject in its entirety to the annual limitation imposed by section 382 of the IRC (discussed in more detail in Section VIII.A.2.a below). The annual limitation would, at most, only be approximately \$6 million per year, and it is possible that no portion of such NOL would be available to offset income of the Tax Group after the Effective Date.

Because Reorganized WMI’s use of the estimated \$17.7 billion NOL attributable to WMB, if available at all, would be so severely restricted in the event of an ownership change, the Debtors do not intend to attempt to preserve that NOL and, rather, WMI currently expects to take advantage of a portion of the NOL that will result if WMI abandons its equity investment in WMB prior to the Effective Date. If WMI abandons its equity investment in WMB *prior* to the Effective Date, a substantial NOL may still be available to Reorganized WMI even if a change in ownership occurs on the Effective Date of the Seventh Amended Plan. Specifically, WMI has a substantial tax basis in its stock investment in WMB. Although the Debtors believe that such stock investment is currently worthless, WMI is precluded from claiming a worthless stock deduction with respect to all or part of such stock prior to WMB ceasing to be a member of the Tax Group (such as by reason of the distribution by the FDIC of all the WMB receivership assets to WMB creditors or the abandonment by WMI of its stock investment), at which point the estimated consolidated \$17.7 billion NOL attributable to WMB would no longer be available to the Tax Group. Nonetheless, the worthless stock deduction (the “Stock Loss”) from a pre-Effective Date abandonment (which, based on a ruling obtained by the Debtors from the IRS, would be ordinary in character), together with deductions incurred in connection with the implementation of the plan (such as distributions in respect of postpetition interest and in release of the WMB Senior Notes Claims), would result in a substantial NOL for the taxable year in which the Effective Date occurs in an estimated amount of approximately \$7.4 billion.³ The availability of such NOL, however, would be subject to, among other

³ This takes into account a Stock Loss of approximately \$5.5 billion, based on WMI’s current estimate of its adjusted tax basis in the stock of WMB. WMI’s adjusted tax basis, and thus the resulting Stock Loss and NOL prior to the potential application of section 382 of the IRC, may potentially increase by approximately \$3.6 billion in the

things, (i) reduction under the tax rules applicable to the cancellation of debt, and (ii) any applicable limitations imposed by the ownership change rules of the IRC, discussed below. Regardless of when the Effective Date occurs or whether WMI abandons its equity investment in WMB, the current projected income of Reorganized WMI as reflected in the Projections (*see* Article VII) only utilizes a small portion of the estimated available NOL. Any additional usage of the NOL (if otherwise available) primarily depends on the extent to which Reorganized WMI acquires additional assets that generate additional income.

1. Cancellation of Debt

In general, the IRC provides that a debtor in a bankruptcy case must reduce certain of its tax attributes—including NOL carryforwards and current year NOLs, capital loss carryforwards, tax credits, and tax basis in assets (but not below the amount of liabilities to which the debtor remains subject)—by the amount of any cancellation of debt (“COD”) incurred pursuant to a confirmed chapter 11 plan. The amount of COD incurred for federal income tax purpose is generally the amount by which the indebtedness discharged exceeds the value of any consideration given in exchange therefor. Certain statutory or judicial exceptions may apply to limit the amount of COD incurred. If advantageous, the borrower can elect to reduce the basis of depreciable property prior to any reduction in its NOL carryforwards or other tax attributes. Where the borrower joins in the filing of a consolidated U.S. federal income tax return, applicable Treasury regulations require, in certain circumstances, that the tax attributes of the consolidated subsidiaries of the borrower and other members of the group also be reduced. Any reduction in tax attributes in respect of COD incurred does not occur until the end of the taxable year after such attributes have been applied. As a result, any income incurred on the Effective Date in connection with the implementation of the Seventh Amended Plan, or prior to the end of such taxable year, generally could be offset by any NOL carryforwards or current year NOLs of the Tax Group prior to any attribute reduction on account of any COD incurred, *but subject to* the ownership change rules of the IRC, discussed below.

Based on the estimated recovery percentages (taking into account the Global Settlement Agreement) and the projected amount of Allowed Claims, the Debtors expect to incur approximately \$850 million of COD as a result of the implementation of the Seventh Amended Plan (taking into account subordination provisions and based on the Bankruptcy Court’s determination of value, *see* Section I.C above). The Debtors expect to wholly or partially offset such COD income with post-petition interest deductions to which the Debtors would be entitled upon implementation of the Seventh Amended Plan, which deductions are included in the \$7.4 billion estimated NOL for the taxable year in which the Effective Date occurs.

2. Potential Limitations on NOL Carryforwards and Other Tax Attributes

Upon the implementation of the Seventh Amended Plan, any remaining NOL carryforwards and certain other tax attributes allocable to periods prior to the Effective Date will be subject to limitation following the Effective Date, assuming a resulting change in the ownership of the

event certain amounts provided for under the Global Settlement Agreement are respected for federal income tax purposes as capital contributions. The parties to the Global Settlement Agreement have generally agreed to treat all amounts paid, waived, allocated or transferred by WMI to WMB, the FDIC Receiver, FDIC Corporate or to JPMC as capital contributions from WMI to WMB, which amounts may be significant. Whether and the extent to which such amounts will be respected as capital contributions for federal income tax purposes, increasing stock basis and the Stock Loss, however, is uncertain.

Tax Group. These limitations apply in addition to the attribute reduction that may result from any COD incurred in connection with the discharge of Claims pursuant to the Seventh Amended Plan.

a. Section 382.

Under section 382 of the IRC, if a corporation (or consolidated group) undergoes an “ownership change,” the amount of its pre-change losses (including certain losses or deductions which are “built-in,” *i.e.*, economically accrued but unrecognized, as of the date of the ownership change) that may be utilized to offset future income generally are subject to an annual limitation. It is unclear whether the implementation of the Seventh Amended Plan would result in an ownership change of the Debtors. Such determination depends, in part, on the extent to which creditors choose to receive Reorganized Common Stock under the Seventh Amended Plan and the status of certain of the Preferred Equity Interests as “stock” for purposes of Section 382. The remainder of this disclosure conservatively assumes that the issuance of Reorganized Common Stock pursuant to the Seventh Amended Plan will constitute an ownership change of the Tax Group for purposes of Section 382. As a result, as indicated above, the entire amount of the estimated \$17.7 billion NOL currently available to the Tax Group, substantially all of which is attributable to WMB, would be subject to the annual limitation imposed by section 382 of the IRC. In any event, as noted previously, even if there is no ownership change on the Effective Date, the current projected income of Reorganized WMI as reflected in the Projections (*see* Article VII) only utilizes a small portion of the estimated available NOL. In addition, it is possible there could be a subsequent ownership change after the Effective Date, which would further limit Reorganized WMI’s NOLs (*see* Section VIII.A.2.a.).

(i) General Section 382 Limitation. In general, the amount of the annual limitation to which a corporation that undergoes an ownership change will be subject is equal to the product of (A) the fair market value of the stock of the corporation *immediately before* the ownership change (with certain adjustments) multiplied by (B) the “long term tax exempt rate” in effect for the month in which the ownership change occurs (*e.g.*, 3.55% for ownership changes occurring in December 2011, the most recently published long term tax exempt rate). For a corporation (or consolidated group) in bankruptcy that undergoes an ownership change pursuant to a confirmed bankruptcy plan, the fair market value of the stock of the corporation is generally determined *immediately after* (rather than before) the ownership change after giving effect to the discharge of creditors’ claims, but subject to certain adjustments (including a reduction in stock value in the event the reorganized corporation has substantial investment assets); in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation’s assets. Any portion of the annual limitation that is not used in a given year may be carried forward, thereby adding to the annual limitation for the subsequent taxable year. Under certain circumstances not expected to be present here, the annual limitation otherwise computed may be increased if the corporation (or consolidated group) has an overall built-in gain in its assets at the time of the ownership change.

As indicated above, it is estimated that the amount of the annual limitation for Reorganized WMI as of the Effective Date will, at most, be only about \$6 million per year (based on the estimated reorganized stock value, *see* Section I.C above). However, if the corporation (or consolidated group) does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation’s pre-change losses (absent any increases due to recognized built-in gains). Historically, the Tax Group has been engaged in several businesses, including retail banking and financial services (*e.g.*, credit cards, lending to consumers and deposit taking activities), broker-dealer and investment advisory services, and insurance (*e.g.*, selling insurance-related products, including mortgage insurance, and participating in reinsurance activities with other insurance companies). Following the implementation of the Seventh Amended Plan

involving a reorganization of WMI, the Tax Group intends to continue to be in the insurance business and possibly certain other historic lines of business, but will not provide retail banking and financial services (its historic primary line of business). There is no assurance whether such continuing activities of the Reorganized Debtors would satisfy the requisite level of continuing business activity. Moreover, the future conduct and direction of the business and operations of Reorganized WMI is not within the control of the Debtors, but will be determined by the new or continuing stockholders and the new management of Reorganized WMI. Accordingly, there is no assurance that even \$6 million of the pre-change NOLs would be available to Reorganized WMI if the IRS were to determine that this continuity of business requirement was not met.

Section 382 of the IRC also limits the deduction of certain built-in losses recognized subsequent to the date of the ownership change. If a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of built-in income, gain, loss and deduction), then any built-in losses recognized during the following five years (up to the amount of the original net unrealized built-in loss) generally will be treated as pre-change losses and similarly will be subject to the annual limitation. Although the rule applicable to net unrealized built-in losses generally applies to consolidated groups on a consolidated basis, the IRS has recently proposed changes to the rule that would recompute the net unrealized built-in loss of the group upon a sale or disposition of the stock of a consolidated subsidiary, to take into account any disparity in built-in gain or loss between the stock and its share of the underlying assets.

The Debtors currently expect to, and the discussion herein assumes that the Debtors will, abandon their stock interest in WMB *prior* to the Effective Date. If the Stock Loss is recognized prior to (but in the same taxable year as) the Effective Date ownership change, the resulting NOL would be pro-rated between the pre- and post-change portions of the taxable year, such that the post-change portion would not be subject to the annual limitation resulting from the implementation of the Seventh Amended Plan (but would still be subject to at least partial reduction under the COD rules discussed above, to the extent that there is any COD). Based on a February 29, 2012 assumed Effective Date, the post-change portion would be approximately \$5.4 billion⁶⁹ and would get proportionately smaller the later in the year the Effective Date occurs. Although not subject to the annual limitation resulting from the implementation of the plan, the post-change NOLs could nonetheless become subject to limitation in the event that Reorganized WMI undergoes another ownership change after the Effective Date, as discussed below.

If the Stock Loss is recognized *after* the Effective Date ownership change, it could be subject to limitation in its entirety as a recognized built-in loss (depending on whether the proposed changes to the net built-in loss rules, discussed above, have been finalized and their effective date), and

⁶⁹ As stated, if the Stock Loss were recognized prior to (but in the same taxable year as) the Effective Date, the resulting NOL may be pro-rated on a daily basis between the pre- and post-change portions of the taxable year for purposes of applying the annual limitation imposed by section 382 of the IRC. If the Effective Date occurs on or about February 29, 2012, approximately 16.4% (calculated as the quotient of 60 days in 2012 as of February 29, 2012 divided by 366 total days in 2012), of the estimated \$6.5 billion NOL (taking into account a pre-Effective Date Stock Loss, other deductions resulting from the implementation of the plan, and approximately \$850 million of COD) would be allocated to the pre-change portion of the year, while the balance, or approximately 83.6% (calculated as 306 days remaining in 2012 as of February 29, 2012 divided by 366 total days), of such NOL would be allocated to the post-change portion of the year. Accordingly, the Debtors determined that approximately \$5.4 billion of the NOL would not be subject to the \$6 million annual limitation imposed by section 382 of the IRC, while the balance of such NOL, estimated to be approximately \$1.1 billion, would be subject to the annual limitation.

thus rendered substantially unavailable, such that there is no assurance that the Stock Loss could be utilized to offset future income of the Reorganized Debtors.

(ii) *Risk of Subsequent Ownership Changes.* In an attempt to minimize the likelihood of an additional ownership change occurring after the Effective Date, the charter of Reorganized WMI will contain a restriction limiting the accumulation (and disposition) of shares by persons owning (actually or constructively), or who would own as a result of the transaction, 4.75% of any class of stock of Reorganized WMI (with certain adjustments). See Sections IX.B.3 and X.B.14 hereof. Nevertheless, it is possible that Reorganized WMI could undergo an additional ownership change, either by events within or outside of the control of the Board, e.g., indirect changes in the ownership of persons owning 5% of the stock of Reorganized WMI. Also, in the event that the Second Lien Runoff Notes are recharacterized as equity of Reorganized WMI, transfers of such notes might be taken into account for purposes of section 382. Moreover, a significant portion of the stock of Reorganized WMI may be reserved in respect of Disputed Equity Interests (to the extent such Disputed Equity Interests are not resolved by the Effective Date) and additional Reorganized Common Stock could be reserved in respect of Disputed Claims. In such event, a subsequent release or transfer of the stock potentially could result in an ownership change of Reorganized WMI at that time.⁷⁰ In the event of a subsequent ownership change, all or part of the NOLs that were previously unlimited could also become subject to an annual limitation, depending on, among other things, whether such ownership change occurs within the same taxable year as the Effective Date, the value of the stock of Reorganized WMI at the time of the ownership change, and whether Reorganized WMI has a net unrealized built-in gain at the time.

(iii) *Special Bankruptcy Exception.* An exception to the foregoing annual limitation rules generally applies where qualified (so-called "old and cold") creditors and existing shareholders of a debtor receive, in respect of their claims or equity interests, at least 50% of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in bankruptcy) pursuant to a confirmed chapter 11 plan. Under this exception, a debtor's pre-change losses are not limited on an annual basis but, instead, are required to be reduced by the amount of any interest deductions claimed during the three taxable years preceding the effective date of the reorganization, and during the part of the taxable year prior to and including the reorganization, in respect of all debt converted into stock in the reorganization. Moreover, if this exception applies, any further ownership change of the debtor within a two-year period after the consummation of the chapter 11 plan will preclude the debtor's utilization of any pre-change

⁷⁰ Assuming the Seventh Amended Plan is confirmed as proposed, factors outside of the control of the Board that could affect whether a further ownership change occurs include: (i) the percentage of Reorganized Common Stock reserved in respect of the Dime Warrants (if the LTW Stipulation is not approved) and Disputed Equity Interests, at most 30%, (ii) the percentage of Reorganized Common Stock reserved in respect of any Disputed Claims that elect to receive Runoff Notes and, in lieu thereof, Reorganized Common Stock, at most 5%, (iii) indirect changes in the ownership of any persons owning 5% or more of stock of Reorganized WMI for section 382 purposes, which persons are currently expected to be few, if any, given the widespread ownership of the existing preferred and common stock of WMI, and (iv) certain dispositions and (subject to the transfer restrictions in the Second Lien Runoff Notes, if applicable) certain acquisitions of the Second Lien Runoff Notes if such Notes were recharacterized as stock of Reorganized WMI for section 382 purposes, in which event such Notes could represent approximately 10% or more of the equity value of Reorganized WMI as of the Effective Date, and potentially could represent a significantly greater percentage in the future if the value of the common stock declines. Accordingly, absent actions within the Board's control (e.g., the issuance of additional common stock to raise capital, or permitting certain acquisitions or dispositions otherwise prohibited by the charter of Reorganized WMI), it is possible, but does not currently appear likely, that a further ownership change would occur as a result of a subsequent release of reserved Reorganized Common Stock. In addition, it is possible, although uncertain, that such release could be integrated for section 382 purposes with the Effective Date transfers of Reorganized Common Stock such that no shift in ownership would be deemed to occur as a result of the release.

losses at the time of the subsequent ownership change against future income. Although it is unclear and depends on a number of factors, the Debtors do not anticipate that they would qualify for this exception. Moreover, even if they do qualify, the Debtors may, if they so desire, elect not to have the exception apply and instead remain subject to the annual limitation described above.

b. Other Provisions

Aside from the objective limitations of section 382 of the IRC, the IRS may disallow, pursuant to section 269 of the IRC, the subsequent use of a corporation's losses following an acquisition of control of a corporation by one or more persons if the principal purpose of the acquisition is the avoidance or evasion of tax by securing a tax benefit which such person(s) or the corporation would not otherwise enjoy. Accordingly, if the principal purpose of any group of persons (including creditors or Equity Interest holders) acquiring control of the Reorganized Debtors pursuant to the Seventh Amended Plan or afterwards is to obtain the use of the NOLs, the IRS could disallow the use of the full NOL (*i.e.*, *both* the pre-change portion that would be subject to the minimal annual limitation and the post-change unlimited portion, estimated to be approximately \$5.4 billion based on a February 29, 2012 Effective Date). Other provisions of the IRC may also preclude the use of a corporation's NOLs and certain tax attributes in other ways under certain circumstances.

Significantly, the Bankruptcy Court in connection with the Confirmation Hearing on the Modified Sixth Amended Plan (upon which the Seventh Amended Plan is partially based) determined that, in its judgment, the creditors' receipt of Reorganized Common Stock thereunder was not for the principal purpose of tax avoidance within the meaning of section 269; however, the court recognized that such determination (which was made within the context of the portion of the hearing on valuation) was not binding on the IRS.

3. Debt Status of the Second Lien Runoff Notes

The proper tax characterization of the Second Lien Runoff Notes is subject to substantial uncertainty, because they are non-recourse obligations of Reorganized WMI for which the sole source of payment is a portion of the Runoff Proceeds and based on the Projections the Runoff Proceeds will not be sufficient to pay principal and all accrued interest on the Second Lien Runoff Notes. Although the Debtors presently expect that Reorganized WMI will treat the Second Lien Runoff Notes as debt of Reorganized WMI for U.S. federal income tax purposes, other characterizations of the Second Lien Runoff Notes are possible, such as equity of Reorganized WMI, a (non-debt) contract right or, perhaps, an ownership interest in WMMRC. Under certain possible recharacterizations, the NOLs of Reorganized WMI might not be available to offset the net income of WMMRC. There can be no assurance that the IRS would not be successful if it sought to recharacterize the Second Lien Runoff Notes as other than debt of Reorganized WMI. The remainder of this disclosure assumes that the Second Lien Runoff Notes are properly characterized as debt of Reorganized WMI for U.S. federal income tax purposes, unless otherwise indicated.

4. Alternative Minimum Tax

In general, a federal alternative minimum tax ("AMT") is imposed on a corporation's alternative minimum taxable income at a 20% tax rate to the extent such tax exceeds the corporation's regular federal income tax. For purposes of computing taxable income for AMT purposes, certain tax deductions and other beneficial allowances are modified or eliminated. For example, a corporation is generally not allowed to offset more than 90% of its taxable income for AMT purposes by available NOL carryforwards or carrybacks (although this limitation does not apply to AMT NOLs carried back or carried forward from the Debtor's 2008 taxable year).

In addition, if a corporation (or consolidated group) undergoes an "ownership change" within the meaning of section 382 of the IRC and is in a net unrealized built-in loss position (as determined for AMT purposes) on the date of the ownership change, the corporation's (or consolidated group's) aggregate tax basis in its assets would be reduced for certain AMT purposes to reflect the fair market value of such assets as of the change date.

Any AMT that a corporation pays generally will be allowed as a nonrefundable credit against its regular U.S. federal income tax liability in future taxable years when the corporation is no longer subject to the AMT and has a regular tax liability in excess of its computed AMT liability.

5. Transfer of Assets to the Liquidating Trust

Pursuant to the Seventh Amended Plan, on the Effective Date the Debtors will transfer the Liquidating Trust Assets (including all of the Debtors' right, title and interest in any tax refunds with respect to pre-2011 taxable years, but excluding the Debtors' economic interest in the Litigation Proceeds retained by Reorganized WMI as a result of Reorganized Common Stock Elections by certain Claimants) to the Liquidating Trust, on behalf of the respective claimants and holders of Equity Interests comprising the Liquidating Trust Beneficiaries. The transfer of assets by the Debtors pursuant to the Seventh Amended Plan may result in the recognition of gain or income by the Debtors, depending in part on the value of such assets on the Effective Date and the Debtors' tax basis in such assets. Subject to possible alternative minimum tax, and although not free from doubt, the Debtors anticipate that, in addition to any current year NOL incurred through the Effective Date of the Seventh Amended Plan, the NOL carryforwards of the Tax Group generally should be available to offset any gain or income recognized upon transfer of assets pursuant to the Seventh Amended Plan. Due to the lack of guidance with respect to the sale or other taxable disposition of a tax refund claim or suit for refund, there is no assurance that a

subsequent resolution of the claim or suit could not result in additional income to the Debtors or Reorganized Debtors, which may or may not be able to be offset by the existing NOL carryforwards of the Tax Group.

B. Consequences to Holders of Certain Claims and Equity Interests

Pursuant to the Seventh Amended Plan and the LTW Stipulation, it is contemplated that holders of Allowed Convenience Claims and Allowed Priority Non-Tax Claims will receive cash, and holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed General Unsecured Claims, Allowed CCB-1 Guarantee Claims, Allowed CCB-2 Guarantee Claims, Allowed PIERS Claims, Allowed LTW Claims, and certain late-filed claims, will receive cash, Liquidating Trust Interests, Runoff Notes and/or Reorganized Common Stock (depending on the particular class and applicable elections), in satisfaction of their respective Claims.

Pursuant to the Seventh Amended Plan, those holders of WMB Senior Notes Claims in Class 17A that are deemed to grant releases by virtue of their elections with respect to the Modified Sixth Amended Plan (in which case their Claims are treated as Allowed Claims) or have their Claims otherwise allowed will receive their pro rata share of BB Liquidating Trust Interests in satisfaction of their Claims.

Releasing REIT Trust Holders will also receive a separately negotiated payment from JPMC under the Global Settlement Agreement, the tax consequences of which are not discussed herein.

Pursuant to the Seventh Amended Plan, holders of Subordinated Claims will receive their contingent Pro Rata Share of Liquidating Trust Interests and their Claims will be extinguished. Holders of Preferred Equity Interests (including, without limitation, each holder of a REIT Series), and Common Equity Interests (including Disputed Equity Interests to the extent determined to be Equity Interests or Allowed Claims subordinated to the level of Equity Interests) and, in the event the LTW Stipulation is not approved by the Bankruptcy Court, Dime Warrants (to the extent determined to be Equity Interests or Allowed Claims subordinated to the level of Equity Interests) will receive their contingent Pro Rata Share of Liquidating Trust Interests and the amount of Reorganized Common Stock allocated to such Class, subject to the provision of the releases described in Section 41.6 of the Seventh Amended Plan, and their Equity Interests or Allowed Claims will be extinguished.

The U.S. federal income tax consequences of the Seventh Amended Plan to holders of Claims, including the character, amount and timing of income, gain or loss recognized as a consequence of the Seventh Amended Plan and the distributions provided for by the Seventh Amended Plan, generally will depend upon, among other things, (i) the manner in which a holder acquired a Claim; (ii) the length of time a Claim has been held; (iii) whether the Claim was acquired at a discount; (iv) whether the holder has taken a bad debt deduction in the current or prior years; (v) whether the holder has previously included accrued but unpaid interest with respect to a Claim; (vi) the holder's method of tax accounting; (vii) whether the holder will realize foreign currency exchange gain or loss with respect to a Claim; (viii) whether a Claim is an installment obligation for federal income tax purposes; and (ix) whether the transaction is treated as a "closed transaction." Therefore, holders of Claims are urged to consult their tax advisors for information that may be relevant to their particular situation and circumstances and the particular tax consequences to such holders as a result thereof.

In addition, pursuant to the Seventh Amended Plan, certain qualifying Claim and Equity Interest holders may choose to become a lender under the Credit Facility, in replacement (in whole or in part) of AAOC. The following discussion assumes that the right of such holders to become lenders does not constitute additional consideration in respect of their Claims or Equity Interest. Any holder considering participating in the Credit Facility should consult its tax advisor regarding the federal income

tax consequences of becoming, and being, a lender under the Credit Facility. Such consequences are not discussed herein.

1. Allowed Convenience Claims and Priority Non-Tax Claims

In general, each holder of an Allowed Convenience Claim or Priority Non-Tax Claim will recognize gain or loss in an amount equal to the difference between (i) the amount of cash received by such holder in satisfaction of its Claim (other than any amounts received in respect of a Claim for accrued but unpaid interest) and (ii) the holder's adjusted tax basis in its Claim (other than any Claim for accrued but unpaid interest). Where gain or loss is recognized by a holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously had claimed a bad debt deduction.

For a discussion of the treatment of any Claim for accrued but unpaid interest, *see* Section VIII.B.2.c, "*Distributions in Discharge of Accrued Interest*," below.

2. Certain Unsecured Claims, Subordinated Claims and Equity Interests

Pursuant to the Seventh Amended Plan, holders of certain Allowed Claims and Subordinated Claims will receive cash, Liquidating Trust Interests, Runoff Notes and/or Reorganized Common Stock (subject to certain elections and adjustments), in partial or full satisfaction of their respective Claims; and holders of Equity Interests (including Dime Warrants, in the event the LTW Stipulation is not approved by the Bankruptcy Court, and Disputed Equity Interests to the extent determined to be Equity Interests or Allowed Claims subordinated to Equity) will receive contingent Liquidating Trust Interests and Reorganized Common Stock, subject to the provision of the releases described in Section 41.6 of the Seventh Amended Plan.

As discussed below (*see* Section VIII.C, "*Tax Treatment of Liquidating Trust and Holders of Beneficial Interests*"), the Liquidating Trust has been structured to qualify as a "grantor trust" for U.S. federal income tax purposes. Accordingly, each holder of an Allowed Claim, Subordinated Claim or Equity Interest receiving a beneficial interest in the Liquidating Trust will be treated for U.S. federal income tax purposes as directly receiving, and as a direct owner of, its respective share of the Liquidating Trust Assets (consistent with its economic rights in the trust), or in the case of the holder of an Allowed WMB Senior Notes Claim, as a direct owner of a fixed undivided interest in the Homeownership Carryback Refund Amount. Pursuant to the Seventh Amended Plan, the Debtors or the Liquidating Trustee (as provided in the Seventh Amended Plan) will in good faith value the assets transferred to the Liquidating Trust, and all parties to the Liquidating Trust (including holders of Claims and Equity Interests receiving Liquidating Trust Interests) must consistently use such valuation for all U.S. federal income tax purposes.

After the Effective Date, a holder's share of any collections received on the assets of the Liquidating Trust (other than as a result of the subsequent disallowance of Disputed Claims, or the redistribution among holders of Allowed Claims or Equity Interests of undeliverable distributions) should not be included, for federal income tax purposes, in the holder's amount realized in respect of its Claim or Equity Interest but should be separately treated as amounts realized in respect of such holder's ownership interest in the underlying assets of the Liquidating Trust. *See* Section VIII.C, "*Tax Treatment of Liquidating Trust and Holders of Beneficial Interests*," below.

The U.S. federal income tax consequences to a holder of an Allowed Claim who receives Runoff Notes or Reorganized Common Stock also depend, in part, on whether such Claim or Runoff Notes constitutes a “security” of Reorganized WMI for U.S. federal income tax purposes. The term “security” is not defined in the IRC or in the Treasury regulations issued thereunder and has not been clearly defined by judicial decisions. The determination of whether a particular debt obligation constitutes a “security” depends on an overall evaluation of the nature of the debt, including whether the holder of such debt obligation is subject to a material level of entrepreneurial risk and whether a continuing proprietary interest is intended or not. One of the most significant factors considered in determining whether a particular debt is a “security” is its original term. In general, debt obligations issued with a weighted average maturity at issuance of five years or less (*e.g.*, trade debt and revolving credit obligations) do not constitute “securities,” whereas debt obligations with a weighted average maturity at issuance of ten years or more constitute “securities.” Accordingly, certain Allowed Claims and Subordinated Claims may qualify as “securities” while others may not. The U.S. federal income tax treatment of the Runoff Notes, which have an expected weighted average life between five years and 10 years, is unclear. Although the debt status of the Second Lien Runoff Notes is uncertain (*see* Section VIII.A.3, “*Debt Status of the Second Lien Runoff Notes*,” above), the Debtors expect that Reorganized WMI will treat the Runoff Notes as securities of Reorganized WMI; accordingly, the remainder of this disclosure assumes the Runoff Notes are securities of Reorganized WMI. You are urged to consult your own tax advisor regarding the characterization as securities for U.S. federal income tax purposes of your Claim and/or the Runoff Notes and the consequences of such treatment.

a. Gain or Loss – In General

Unless an Allowed Claim constitutes a “security” and qualifies for recapitalization treatment (as discussed in the next section), the exchanging holder generally will recognize gain or loss (although any loss with respect to such a Claim might be deferred until all Disputed Claims are resolved) in an amount equal to the difference, between (i) the sum of the amount of any cash, the issue price of the Runoff Notes, and the fair market value of all other consideration received (other than any amounts received in respect of any Claim for accrued but unpaid interest) and (ii) the holder’s adjusted tax basis in its Claim (other than any tax basis attributable to accrued but unpaid interest). In determining the consideration received by a holder, it is possible that the holders of certain Claims may be treated as having received on account of their Claims, Cash or Reorganized Common Stock and then effectively exchanged such Cash or Reorganized Common Stock for releases. If so, such holder should recognize a loss with respect to the amount paid for such release that would generally have the same character as the corresponding gain or loss of such holder with respect to the initial receipt of such amount on account of such holder’s Claim.

In the case of a holder of a deferred compensation or other wage claim, the consideration received in satisfaction of such claim (whether in cash or in property value) will be includable by the holder as compensation income to the extent not previously included, and will be subject to applicable withholding. Because the larger portion of the consideration received by a holder of a wage claim may not be cash and thus the cash portion may be insufficient to satisfy the applicable wage withholding, the holder may be required to provide the cash necessary to satisfy any shortfall as a condition to receiving any distribution.

In the case of holders of Equity Interests (including Dime Warrants, in the event the LTW Stipulation is not approved by the Bankruptcy Court, and Disputed Equity Interests to the extent determined to be Equity Interests), the Seventh Amended Plan provides that such holders will receive Reorganized Common Stock only if they grant the releases described in Section 41.6 of the Seventh Amended Plan. Accordingly, it is uncertain whether, for federal income tax purposes, the receipt of Reorganized Common Stock by such holders would be viewed as eligible for the recapitalization

treatment described below or, alternatively, as a fully taxable transaction, in which case, the character, timing and amount of income, gain or loss to such holder could depend on whether the Reorganized Common Stock is viewed as being received from certain creditors in exchange for releases rather than from Reorganized WMI in respect of the Equity Interests of such holders. *Holders of Equity Interests should consult their tax advisors regarding the possible consequences of their receipt of Reorganized Common Stock pursuant to the Seventh Amended Plan.*

After the Effective Date, a holder's share of any collections received on the assets of the Liquidating Trust (other than as a result of the subsequent disallowance of Disputed Claims or the redistribution among holders of Allowed Claims or Equity Interests of undeliverable distributions), should not be included, for federal income tax purposes, in the holder's amount realized in respect of its Allowed Claim or Equity Interest but should be separately treated as amounts realized in respect of such holder's ownership interest in the underlying assets of the Liquidating Trust. *See Section VIII.C, "Tax Treatment of Liquidating Trust and Holders of Beneficial Interests," below.*

In the event of a subsequent disallowance of a Disputed Unsecured Claim, it is possible that a holder of a previously Allowed Claim or Equity Interest may be taxed as such Disputed Claims or dispute are resolved and the holder effectively becomes entitled to an increased share of the assets held in the Liquidating Trust. The imputed interest provisions of the IRC may apply to treat a portion of such increased share or any additional distributions (*e.g.*, the redistribution among holders of Allowed Claims of undeliverable distributions) as imputed interest. In addition, it is possible that any loss realized by a holder in satisfaction of an Allowed Claim or Equity Interest may be deferred until all Disputed Claims in such holder's class are determined and such holder's share can no longer increase, and with respect to certain claims, that a portion of any gain realized may be deferred under the "installment method" of reporting. Holders are urged to consult their tax advisors regarding the possibility for deferral, and the ability to elect out of the installment method of reporting any gain realized in respect of their Claims or Equity Interests.

A holder's aggregate tax basis in any Runoff Notes, Reorganized Common Stock and/or undivided interest in the Liquidating Trust received in satisfaction of a Claim that does not constitute a security will equal the amount taken into account in respect of such notes, stock or undivided interest in determining the holder's amount realized. A holder's holding period in such notes, stock or undivided interest generally will begin the day following the Effective Date.

b. Recapitalization Treatment

The receipt of any Runoff Notes (if the Runoff Notes constitute securities of Reorganized WMI) or Reorganized Common Stock in partial satisfaction of an Allowed Claim that constitutes a "security" for U.S. federal income tax purposes or an Equity Interest generally would qualify as a "recapitalization" for U.S. federal income tax purposes (unless possibly, as indicated above with respect to Equity Interests including Dime Warrants, in the event the LTW Stipulation is not approved by the Bankruptcy Court, and Disputed Equity Interests to the extent determined to be Equity Interests, the Reorganized Common Stock is treated as having been received from certain creditors in exchange for releases rather than from Reorganized WMI). In such event, each such holder generally will not recognize any loss upon the exchange of its Claim or Equity Interest, but will recognize any gain (computed as discussed in the preceding section) to the extent of any cash and the fair market value of its undivided interest in the Liquidating Trust Assets received (other than to the extent received in respect of a Claim for accrued but unpaid interest, or attributable to the receipt of Runoff Notes, if the Runoff Notes constitute securities of Reorganized WMI). The treatment of distributions in respect of a Claim for accrued but unpaid interest is discussed in the next section.

In a recapitalization exchange, a holder's aggregate tax basis in any Runoff Notes (if the Runoff Notes constitute securities of Reorganized WMI) or Reorganized Common Stock received in respect of an Allowed Claim that constitutes a security or an Equity Interest will equal the holder's adjusted tax basis in such Claim or Equity Interest (including any Claim for accrued but unpaid interest), increased by any gain recognized or interest income received in respect of such Claim or Equity Interest, and decreased by the amount of any cash and the fair market value of any share of the Liquidating Trust Assets (other than Runoff Notes, if the Runoff Notes constitute securities of Reorganized WMI) received and any deductions claimed in respect of any previously accrued but unpaid interest. With respect to recipients of both Runoff Notes (if the Runoff Notes constitute securities of Reorganized WMI) and Reorganized Common Stock, the aggregate tax basis presumably should be allocated among any Runoff Notes and Reorganized Common Stock in accordance with their relative fair market values. In a recapitalization exchange, a holder's holding period in any Runoff Notes (if the Runoff Notes constitute securities of Reorganized WMI) and Reorganized Common Stock received will include the holder's holding period in the Claim or Equity Interest exchanged therefor, except to the extent of any exchange consideration received in respect of a Claim for accrued but unpaid interest (which will commence a new holding period).

A holder's tax basis in its undivided interest in the Liquidating Trust Assets will equal the fair market value of such interest, and the holder's holding period generally will begin the day following the Effective Date.

c. Distributions in Discharge of Accrued Interest

In general, to the extent that any consideration received pursuant to the Seventh Amended Plan (whether cash, stock or other property) by a holder of a Claim is received in satisfaction of interest accrued during its holding period, such amount will be taxable to the holder as interest income (if not previously included in the holder's gross income). Conversely, a holder should generally recognize a deductible loss to the extent any accrued interest or amortized original issue discount ("OID") was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a "security" of a corporate issuer, in an otherwise tax-free exchange, could not claim a current ordinary deduction with respect to any unpaid OID. Accordingly, it is also unclear whether, by analogy, a holder of a Claim that does not constitute a security would be required to recognize a capital loss, rather than an ordinary loss, with respect to previously included OID that is not paid in full.

The Seventh Amended Plan provides that consideration received in respect of a Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and interest, or an allocation first to accrued but unpaid interest). See Section 31.11 of the Seventh Amended Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. You are urged to consult your own tax advisor regarding the allocation of consideration received under the Seventh Amended Plan, as well as the deductibility of accrued but unpaid interest and the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income for U.S. federal income tax purposes.

d. Character of Gain or Loss

Where gain or loss is recognized by a holder in respect of its Allowed Claim or Equity Interest, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, among others, the tax status of the holder, whether the Claim or Equity Interest constitutes a capital asset in the hands of the holder and how

long it has been held, and whether and to what extent the holder had previously claimed a bad debt deduction in respect of such Claim. A reduced tax rate on long-term capital gain may apply to non-corporate holders. The deductibility of capital loss is subject to significant limitations; see Section VIII.B.2.e, "*Limitations on Capital Losses*," below.

In addition, a holder that purchased its Claims from a prior holder at a "market discount" (relative to the principal amount of the Claims at the time of acquisition) may be subject to the market discount rules of the IRC. In general, a debt instrument is considered to have been acquired with "market discount" if its holder's adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a *de minimis* amount. Under the market discount rules, any gain recognized on the exchange of Claims (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the holder, on a constant interest basis) during the holder's period of ownership, unless the holder elected to include the market discount in income as it accrued. If a holder of Claims did not elect to include market discount in income as it accrued and thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange, up to the amount of gain that the holder recognizes in the exchange.

In the case of an exchange of Claims that qualifies as a recapitalization, the IRC indicates that any accrued market discount in respect of the Claims in excess of the gain recognized in the exchange should not be currently includible in income under Treasury regulations to be issued. However, such accrued market discount should carry over to any non-recognition property received in exchange therefor (*i.e.*, to any Runoff Notes, if the Runoff Notes constitute securities of Reorganized WMI, subject to the application of the Contingent Payment Regulations discussed below, and Reorganized Common Stock received). To date, specific Treasury regulations implementing this rule have not been issued.

e. Limitations on Capital Losses

A holder of a Claim or Equity Interest who recognizes a capital loss as a result of the distributions under the Seventh Amended Plan will be subject to limits on the use of such capital loss. For a non-corporate holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (1) \$3,000 (\$1,500 for married individuals filing separate returns) or (2) the excess of the capital losses over the capital gains. A non-corporate holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate holders, capital losses may only be used to offset capital gains. A corporate holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three taxable years preceding the capital loss year, and may carry over unused capital losses for the five taxable years following the capital loss year.

3. Ownership and Disposition of Runoff Notes

a. Debt Status of the Runoff Notes

Reorganized WMI will treat the First Lien Runoff Notes, and the Debtors expect that Reorganized WMI will treat the Second Lien Runoff Notes, as debt for U.S. federal income tax purposes. Holders of Runoff Notes will be required to treat the Runoff Notes consistent with Reorganized WMI's treatment, unless they disclose any inconsistent treatment on their tax returns. As previously discussed, the proper characterization of the Second Lien Runoff Notes is subject to substantial uncertainty and it is

possible that the Second Lien Runoff Notes may be recharacterized as other than debt (*e.g.*, as equity of Reorganized WMI or an ownership interest in WMMRC). In that case, the consequences of the receipt, ownership and disposition of the Second Lien Runoff Notes will materially differ from the discussion herein. Holders of Second Lien Runoff Notes are urged to consult their tax advisors with respect to such potential recharacterization. The discussion herein assumes that the Second Lien Runoff Notes (as well as the First Lien Runoff Notes) are respected as debt for federal income tax purposes.

b. Uncertainty regarding Characterization of Runoff Notes as Contingent Payment Debt Instruments

Introduction. Because interest on the Runoff Notes is subject to deferral, the Runoff Notes will be treated for U.S. federal income tax purposes as issued with original issue discount (“OID”), and holders are required to include OID in income for U.S. federal income tax purposes prior to the receipt of cash payments attributable to such income. It is uncertain, however, whether or not the determination of OID on the Runoff Notes will be governed by certain Treasury regulations (the “Contingent Payment Regulations”) that generally provide for the treatment of debt instruments with one or more contingent payments. Moreover, on the date hereof, the Debtors are unable to state whether they expect Reorganized WMI will report the Runoff Notes as subject to the Contingent Payment Regulations. This determination will depend in part on the “issue price” of the Runoff Notes and on certain other features of the notes.

The issue price (as determined under the OID rules) is significant because if the issue price for a class of Runoff Notes is not its face amount, the yield on such notes for OID purposes will vary depending on the timing of payments on the notes, and such variation in yield might cause the notes to be subject to the Contingent Payment Regulations. If a class of Runoff Notes are treated as publicly traded under the OID rules or a substantial portion of such class of notes are issued in exchange for property which is publicly traded, the issue price of such notes will be their fair market value on the Effective Date. Otherwise, when public trading is not present, the issue price will be the face amount of such class of Runoff Notes, unless the notes are nevertheless governed by the Contingent Payment Regulations, in which case, the issue price of such notes will be their fair market value on the Effective Date.

If Reorganized WMI concludes that the issue price for the First Lien Runoff Notes is likely their face amount, the Debtors anticipate that Reorganized WMI likely would treat such notes as not governed by the Contingent Payment Regulations. In contrast, the Debtors are unable to predict Reorganized WMI’s treatment with respect to the Second Lien Runoff Notes in a similar circumstance. If Reorganized WMI concludes that a class of Runoff Notes likely has an issue price other than their face amount, the Debtors anticipate that Reorganized WMI likely would treat such notes as governed by the Contingent Payment Regulations. It should be emphasized that the determination whether to treat a class of Runoff Notes as governed by the Contingent Payment Regulations will be made based on the relevant facts as of the Effective Date by Reorganized WMI, together with its tax advisors and tax return preparer; accordingly, such treatment may be different from the Debtors’ current expectations.

Determining Whether the Runoff Notes are “Publicly Traded”. A class of Runoff Notes will have an issue price for purposes of the OID rules equal to their fair market value on the Effective Date if either (1) such Runoff Notes are traded (“publicly traded”) on an “established securities market” during the sixty-day period ending thirty days after the Effective Date or (2) a substantial amount of the such Runoff Notes are issued in exchange for other debt instruments, stock or securities (*e.g.*, the Senior Subordinated Notes, PIERS Common Securities and PIERS Preferred Securities) that are so traded. For this purpose, an “established securities market” includes, among other things, (i) a system of general circulation (including a computer listing disseminated to subscribing brokers, dealers, or traders) that

provides a reasonable basis to determine fair market value by disseminating either recent price quotations or actual prices of recent sales transactions, and (ii) the ready availability of price quotations from dealers, brokers or traders (subject to certain exceptions).

In January 2011, the IRS proposed new Treasury regulations to determine when property is considered to be traded on an established securities market. Under these proposed regulations, the sixty-day testing period is reduced to thirty days, but otherwise generally it is significantly more likely that property will be treated as traded on an established securities market than under the currently applicable Treasury regulations. If promulgated, the new regulations would be effective for debt instruments issued on or after the date that final regulations are promulgated. It is uncertain whether these proposed regulations will be finalized before the Effective Date and what changes, if any, may be made in the final regulations.

It is presently uncertain whether either class of Runoff Notes, or the Claims treated as exchanged for Runoff Notes, will be considered as publicly traded and, accordingly, whether either class of Runoff Notes would have a fair market value issue price. Holders are urged to consult their tax advisors with respect to the federal income tax treatment of the ownership and disposition of each class of Runoff Notes

A summary of the OID calculations and inclusions, and gain or loss determination upon disposition for the Runoff Notes is set forth below in separate sections for notes not subject to the Contingent Payment Regulations and notes subject to such regulations.

c. *Runoff Notes Not Subject to the Contingent Payment Regulations*

This section is applicable to Runoff Notes *not* subject to the Contingent Payment Regulations.

OID Calculations and Inclusions. The OID on a class of Runoff Notes that is not subject to the Contingent Payment Regulations will be an amount equal to the excess of the “stated redemption price at maturity” of such Runoff Notes over their “issue price.” For purposes of the foregoing, the general rule is that the stated redemption price at maturity of a debt instrument is the sum of all payments provided by the debt instrument other than payments of “qualified stated interest.” None of the stated interest on the Runoff Notes is qualified stated interest since it is not unconditionally payable in cash or in property (other than debt instruments of the issuer) at least annually at a single fixed rate. Thus, interest payable on the Runoff Notes will be included in the stated redemption price at maturity and taxed as OID.

Each holder of a Runoff Note will be required to include in its gross income, as interest for U.S. federal income tax purposes, the portion of the OID that accrues while the holder held the note (including the day the note is acquired but excluding the day it is disposed of), *regardless of* such holder’s normal method of accounting. Any OID will accrue over the term of the Runoff Note based on the constant interest method (with the amount of OID attributable to each accrual period allocated ratably to each day in such period). Accordingly, a holder may be required to recognize income prior to the receipt of cash payments attributable to such income.

A holder’s tax basis in a Runoff Note that is not subject to the Contingent Payment Regulations will be increased by the amount of any OID included in its gross income and reduced by any payments of cash made with respect to such note. Payments on a Runoff Note will be treated first as a payment of accrued OID then as a payment of principal.

The rules regarding OID are complex and the rules described above may not apply in all cases. Accordingly, you should consult your own tax advisors regarding their application.

Sale, Exchange or Other Taxable Disposition of Runoff Notes. Unless a non-recognition provision applies, a holder of a Runoff Note that is not governed by the Contingent Payment Regulations generally will recognize gain or loss upon the sale, exchange or redemption of a Runoff Note equal to the difference, if any, between the holder's adjusted tax basis in the note and the amount realized on the sale, exchange or redemption. For this purpose, a holder's adjusted tax basis in a Runoff Note generally will equal the holder's initial tax basis in the note, increased by the amount of any OID accrued on the note (determined without adjustments) up through the date of the sale, exchange, or redemption, and decreased by the amount of any cash payments. Any gain or loss generally will be capital gain or loss (subject to the market discount rules discussed below). See Section VIII.B.2.2.e, "Limitations on Capital Losses," above.

Acquisition Premium/Market Discount. It is possible that a holder of a Claim will have a tax basis in a Runoff Note received in respect of its Claim different than the issue price of such note, such as because the Runoff Note is considered a security and is received in exchange for a Claim that is considered a security. If a holder has a tax basis in a Runoff Note that is not subject to the Contingent Payment Regulations that *exceeds* the issue price of such note, but is *less than or equal to* the sum of all remaining amounts payable under such note, the amount of OID includible in the holder's gross income generally is reduced in each period in proportion to the percentage of the OID represented by the excess basis.

Any holder that has a tax basis in a Runoff Note that is not subject to the Contingent Payment Regulations that *is less than* the issue price of such note generally will be subject to the market discount rules of the IRC (subject to a *de minimis* exception and an exception for notes received at original issue in a reorganization in exchange for securities that were not themselves market discount bonds). Under the market discount rules, a holder is required to treat any principal payment on, or any gain recognized on the sale, exchange, retirement or other disposition of, a note as ordinary income to the extent of the market discount that has not previously been included in income and is treated as having accrued on such note at the time of such payment or disposition. A holder could be required to defer the deduction of a portion of the interest expense on any indebtedness incurred or maintained to purchase or to carry a market discount note, unless an election is made to include all market discount in income as it accrues. Such an election would apply to all bonds acquired by the holder on or after the first day of the first taxable year to which such election applies, and may not be revoked without the consent of the IRS.

Any market discount will be considered to accrue on a straight-line basis during the period from the date of acquisition of such note to the maturity date of the note, unless the holder irrevocably elects to compute the accrual on a constant yield basis. This election can be made on a note-by-note basis. In the case of the Runoff Notes, principal payments are expected to be made prior to their stated maturity dates and, although not addressed in IRS administrative guidance, calculating the accrual of market discount by reference to the expected timing of principal payments would seem more appropriate than by reference to the stated maturity dates of the Runoff Notes.

d. Runoff Notes Subject to the Contingent Payment Regulations

This section is applicable to Runoff Notes that *are* subject to the Contingent Payment Regulations. A different set of rules under the Contingent Payment Regulations apply to Runoff Notes where public trading is present (because either the notes or the property exchanged for the notes are traded on an established securities market as described above in Section VIII.B.3.b) than where public

trading is not present. The rules applicable to where there is public trading are discussed first, and then the rules applicable where there is no public trading.

(i) Runoff Notes Where Public Trading Is Present

OID Calculations and Inclusions. Where there is public trading in connection with the issuance of a class of Runoff Notes, under the applicable Contingent Payment Regulations, WMI must construct a projected payment schedule for such class of Runoff Notes and holders generally must recognize all interest income with respect to such notes on a constant yield basis based on this projected payment schedule for such class, subject to certain adjustments if actual contingent payments differ from those projected. In particular, each projected payment schedule will be determined by including the "expected value," as of the issue date, of the projected payments of principal and interest for the related class of Runoff Notes, adjusted, as necessary, so that the projected payments discounted at the "comparable yield," which is the yield at which WMI would issue a fixed rate debt instrument with terms and conditions similar to those of the related class of Runoff Notes, equals the issue price for such Runoff Notes.

The amount of interest that is treated as accruing each accrual period on a Runoff Note is the product of the "comparable yield" and the Runoff Note's "adjusted issue price" at the beginning of each accrual period. The "adjusted issue price" of a Runoff Note is the issue price of the note, increased by interest previously accrued on the note (determined without adjustments for differences between the projected payment schedule and the actual payments on the note), and decreased by the amount of any noncontingent payments and the projected amount of any contingent payments previously made on the note.

Except for adjustments made for differences between actual and projected payments, the amount of interest included in income by a holder of a Runoff Note is the portion that accrues while the holder holds such note (with the amount attributable to each accrual period allocated ratably to each day in such period). If actual payments differ from projected payments, then holders generally will be required in any given taxable year either to include additional interest in gross income (in case the actual payments exceed projected payments in such taxable year) or to reduce the amount of interest income otherwise accounted for on the Runoff Note (in case the actual payments are less than the projected payments in such taxable year). If the negative adjustment exceeds the interest for the taxable year that otherwise would have been accounted for on the notes, the excess will be treated as ordinary loss. However, the amount treated as an ordinary loss in any taxable year is limited to the amount by which the holder's total interest inclusions on the Runoff Note exceed the total amount of the net negative adjustments treated as ordinary loss in prior taxable years. Any remaining excess will be a negative adjustment carryforward and treated as a negative adjustment in the succeeding year. If a Runoff Note is sold, exchanged, or retired, any negative adjustment carryforward from the prior year will reduce the holder's amount realized on the sale, exchange or retirement.

The yield, timing and amounts set forth on the projected payment schedules are for U.S. federal income tax purposes only and are not assurances by us with respect to any aspect of the Runoff Notes. Any holder may obtain the comparable yield, the projected payment schedule, the issue price, the amount of OID, and the issue date for each class of Runoff Notes of the notes by writing to Reorganized WMI. For U.S. federal income tax purposes, a holder must use the comparable yield and projected payment schedule for a Runoff Note in determining the amount and accrual of OID on such note, unless the holder explicitly discloses in accordance with the Contingent Payment Regulations its differing position. The IRS is not bound by such schedule and will not respect a projected payment schedule which it determines to be unreasonable.

It is possible that a holder of a Runoff Note will have a tax basis in its Runoff Note received in respect of their Claims that is different from the adjusted issue price of such notes. In such case a holder must reasonably allocate any difference between the adjusted issue price and the basis to accruals of interest or projected payments over the term of the note. If basis is *greater* than the adjusted issue price, the adjustment is a negative adjustment to accruals of interest or projected payments and on the date of adjustment will reduce the holder's adjusted basis by the amount treated as a negative adjustment. If basis is *less* than the adjusted issue price, the adjustment is a positive adjustment to accruals of interest or projected payments and on the date of adjustment will increase the holder's adjusted basis by the amount treated as a positive adjustment. Under the Contingent Payment Regulations, the premium and market discount rules do not apply to the Runoff Notes.

Sale, Exchange or Other Taxable Disposition of Runoff Notes Where Public Trading Is Present. Where a Runoff Note is subject to the Contingent Payment Regulations and public trading was present in connection with the issuance of such class of Runoff Notes, unless a non-recognition provision applies, a holder generally will recognize gain or loss upon the sale, exchange or redemption of such Runoff Note equal to the difference, if any, between the holder's adjusted tax basis in the note and the amount realized on the sale, exchange or redemption (with any negative adjustment carryforward from the prior year reducing the holder's amount realized). Under the Contingent Payment Regulations, any gain recognized on a sale, redemption or other taxable disposition of a Runoff Note will be ordinary interest income and any loss will be an ordinary loss to the extent the holder's total interest inclusions on a note exceed the total amount of ordinary loss the holder took into account with respect to differences between actual payments and projected payments (any additional loss generally will be capital loss). See Section VIII.B.2.e "*Limitations on Capital Losses*," above.

For purposes of computing gain or loss, a holder's adjusted tax basis in a Runoff Note generally will equal the holder's initial tax basis in the note, increased by the amount of any OID accrued on the note (determined without certain adjustments) up through the date of the sale, redemption or taxable disposition, and decreased by the amount of any payments projected to have been previously made on the note.

(ii) *Runoff Notes Where No Public Trading Is Present*

OID Calculations and Inclusions. Where there is no public trading in connection with the issuance of a class of Runoff Notes, the amount realized with respect to the receipt of a Runoff Note by a holder upon the exchange of its Claims should equal the fair market value of the Runoff Note (rather than their issue price) under the Contingent Payment Regulations.

The Runoff Notes will not technically have an issue price and, for purposes of calculating OID, the amount treated as OID with respect to such Runoff Notes is treated as not determinable until the time that actual payments are made. When payments are made with respect to a Runoff Note, the amount of OID is the difference between the amount of the payment and the amount of such payment determined

to constitute a return of principal. The portion of such payment constituting principal is determined by discounting the payment back to the issue date of such Runoff Note, using the applicable federal rate under Section 1274(d) of the IRC that would have been in effect for such Runoff Note if the term of such Runoff Note began on the issue date (i.e., the Effective Date) and ended on the date the payment is made. The amount of OID is includable at such time as interest in the holder's gross income. The principal amount of the payment will be applied to reduce the holder's basis in such Runoff Note with any excess treated as gain from the sale or exchange of the obligation. Under the Contingent Payment Regulations, the premium and market discount rules would not apply to the Runoff Notes.

Sale, Exchange or Other Taxable Disposition of Runoff Notes Where No Public Trading Is Present. Upon the sale, exchange or redemption of a Runoff Note subject to the Contingent Payment Regulations where public trading was not present in connection with the issuance of such class of Runoff Notes, unless a non-recognition provision applies, the amount received by a holder of such Runoff Note would be treated as if it were a payment on such Runoff Note and would be characterized as principal and interest in the same manner as the payments described in the preceding paragraph.

The Contingent Payment Regulations are complex and their application to the Runoff Notes is uncertain. Holders are strongly urged to consult their tax advisors with respect to the application of the Contingent Payment Regulations to the Runoff Notes.

e. Application of AHYDO Provisions to the Runoff Notes

It is anticipated that the Runoff Notes will be subject to the applicable high yield discount obligation ("AHYDO") provisions, which would disallow permanently a portion of the interest deductions on the Runoff Notes, and would defer Reorganized WMI's deductions for interest expense on the Runoff Notes until actually paid. The "disqualified portion" of the interest deduction is generally the portion of the interest on the Runoff Notes that represents yield on such notes that is in excess of 6% plus the applicable federal rate in effect for the month the Runoff Notes are issued (i.e., approximately 2.77% for long-term debt issued in December 2011). The disqualified portion of the interest on the Runoff Notes may be treated for certain purposes, including the dividends received deduction for corporate holders of Runoff Notes, as a dividend to the extent of Reorganized WMI's earnings and profits (subject to certain holding period and taxable income requirements and other limitations on the dividend-received deduction). It is unclear whether the disqualified portion of the interest on the Runoff Notes would qualify as a qualifying dividend eligible for a reduced 15% rate with respect to non-corporate holders of Runoff Notes (see Section VIII.B.4.a, "Dividends," below).

The non-disqualified portion of the interest on the Runoff Notes would only be deductible by Reorganized WMI when actually paid.

f. Withholding with Respect to Second Lien Runoff Notes

Because of the uncertainty regarding the proper characterization of the Second Lien Runoff Notes, the Debtors expect that Reorganized WMI will generally withholding U.S. federal income tax at a rate of 30% (subject to potential reduction by treaty) on payments allocable to accrued OID made on the Second Lien Runoff Notes held by non-U.S. persons when such payments are actually made by Reorganized WMI or on a redemption of such Runoff Notes (see Section VIII.D, "Information Reporting and Withholding," below). *As indicated above, this discussion of the U.S. federal income tax consequences of the Seventh Amended Plan does not generally address the consequences to non-U.S. holders; accordingly, such holders should consult their tax advisors with respect to the U.S. federal income tax consequences of the Seventh Amended Plan, including ownership and disposition of the Second Lien Runoff Notes.*

4. Ownership and Disposition of Reorganized Common Stock

a. Dividends

Any distributions made on the Reorganized Common Stock will constitute dividends for U.S. federal income tax purposes to the extent of Reorganized WMI's current or accumulated earnings and profits as determined under U.S. federal income tax principles.

To the extent that a holder receives distributions in excess of Reorganized WMI's current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the holder's basis in its stock. Any such distributions in excess of the holder's basis in its stock (determined on a share-by-share basis) generally will be treated as capital gain. Subject to certain exceptions, dividends received by non-corporate holders prior to 2013 will be taxed under current law at a maximum rate of 15%, *provided* that certain holding period requirements and other requirements are met. Under current law, any such dividend received after 2012 will be taxed at the rate applicable to ordinary income. Dividends paid to holders that are corporations generally will be eligible for the dividend-received deduction so long as Reorganized WMI has sufficient earnings and profits. However, the dividend-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividend-received deduction may be disallowed.

The benefit of the dividend-received deduction to a corporate shareholder may be effectively reduced or eliminated by operation of the "extraordinary dividend" provisions of Section 1059 of the IRC, which may require the corporate recipient to reduce its adjusted tax basis in its stock by the amount excluded from income as a result of the dividend-received deduction. The excess of the excluded amount over adjusted tax basis may be treated as gain. A dividend may be treated as "extraordinary" if (1) it equals or exceeds 10% of the holder's adjusted tax basis in the stock (reduced for this purpose by the non-taxed portion of any prior extraordinary dividend), treating all dividends having ex-dividend dates within an 85-day period as one dividend, or (2) it exceeds 20% of the holder's adjusted tax basis in the stock, treating all dividends having ex-dividend dates within a 365-day period as one dividend.

b. Disposition of Reorganized Common Stock

Any gain recognized by a holder upon a subsequent taxable disposition of any Reorganized Common Stock received in respect of a Claim against the Debtors (or any stock or property received for such stock in a later tax-free exchange) would be treated as ordinary income for U.S. federal income tax purposes to the extent of (i) any bad debt deductions (or additions to a bad debt reserve) claimed with respect to the Claim for which stock was received and any ordinary loss deducted upon satisfaction of the Claim, less any income (other than interest income) recognized by the holder upon satisfaction of the Claim, and (ii) with respect to a cash-basis holder, also any amounts which would have been included in its gross income if the holder's Claim had been satisfied in full but which was not included by reason of the cash method of accounting.

In addition, as discussed above (*see* Sections VIII.B.2.d, "*Character of Gain or Loss*"), in the case of an exchange of Claims that qualifies as a recapitalization for U.S. federal income tax purposes, a portion of any gain recognized upon a subsequent disposition of any Reorganized Common Stock received may be treated as ordinary income to the extent of any carryover of accrued market discount not previously included in income.

C. Tax Treatment of Liquidating Trust and Holders of Beneficial Interests

1. Classification of the Liquidating Trust

The Liquidating Trust is intended to qualify as a "liquidating trust" for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity, but rather is treated for U.S. federal income tax purposes as a "grantor trust" (*i.e.*, a pass-through type entity). However, merely establishing a trust as a liquidating trust does not ensure that it will be treated as a grantor trust for U.S. federal income tax purposes. The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a chapter 11 plan. The Liquidating Trust has been structured with the intention of complying with such general criteria. Pursuant to the Seventh Amended Plan, and in conformity with Revenue Procedure 94-45, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) are required to treat, for U.S. federal income tax purposes, the Liquidating Trust as a grantor trust of which the Liquidating Trust Beneficiaries are the owners and grantors (this treatment differs from the treatment of the Claims Reserves, discussed below). The following discussion assumes that the Liquidating Trust will be so respected for U.S. federal income tax purposes. However, no ruling has been requested from the IRS and no opinion of counsel has been requested concerning the tax status of the Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS would not take a contrary position. If the IRS were to challenge successfully the classification of the Liquidating Trust, the U.S. federal income tax consequences to the Liquidating Trust, the Liquidating Trust Beneficiaries and the Debtors could vary from those discussed herein (including the potential for an entity-level tax on income of the Liquidating Trust).

2. General Tax Reporting by the Liquidating Trust and its Beneficiaries

For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trustee, and the Liquidating Trust Beneficiaries) must treat the transfer of the Liquidating Trust Assets to the Liquidating Trust in accordance with the terms of the Seventh Amended Plan. Pursuant to the Seventh Amended Plan, the Liquidating Trust Assets (other than any assets allocated to the Liquidating Trust Claims Reserve, discussed below, and the Debtors' economic interest in the litigation proceeds retained by Reorganized WMI as a result of the election by certain Claimants to receive Reorganized Common Stock) are treated, for U.S. federal income tax purposes, as having been transferred, subject to any obligations relating to those assets, directly to the holders of the respective Claims or Equity Interests in satisfaction of their Claims or cancellation of their Equity Interests (with each holder receiving an undivided interest in such assets in accord with their economic interests in such assets), followed by the transfer by the holders to the Liquidating Trust of such assets in exchange for Liquidating Trust Interests. Accordingly, all parties must treat the Liquidating Trust as a grantor trust of which the holders of the Liquidating Trust Interests are the owners and grantors, and treat the Liquidating Trust Beneficiaries as the direct owners of an undivided interest in the Liquidating Trust Assets (other than any assets allocated to the Liquidating Trust Claims Reserve), consistent with their economic interests therein, for all U.S. federal income tax purposes.

Pursuant to the Seventh Amended Plan, 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, or shall otherwise arrange for a valuation of such assets to be provided to the Liquidating Trustee as soon as practicable after the Effective Date by such third party professionals as the Debtors deem appropriate. Other than with respect to the Tax Refunds, the Liquidating Trustee, in consultation with the Liquidating Trust Advisory Board, will in good faith value the Liquidating Trust Assets. The Liquidating Trustee shall make the respective 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.

Allocations of taxable income of the Liquidating Trust (other than income allocable to the Liquidating Trust Claims Reserve, discussed below) among the Liquidating Trust Beneficiaries shall be determined by reference to the manner in which an amount of cash equal to such 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 Liquidating Trust Beneficiaries, adjusted for prior income and loss and taking into account all prior and concurrent distributions from such 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 liquidating distribution of the remaining assets of the Liquidating Trust. The tax book value of the assets of the Liquidating Trust for this purpose 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. The effect of the above described allocation is to allocate taxable income or loss (*i.e.*, the tax impact of receipts and expenditures) in a partnership-type fashion, due to the varying tiers of beneficiaries in the Liquidating Trust.

Taxable income or loss allocated to each Liquidating Trust Beneficiary will be treated as income or loss with respect to such Liquidating Trust Beneficiary's undivided interest in the Liquidating Trust Assets, and *not* as income or loss with respect to its prior Allowed Claim or Equity Interest. The character of any income and the character and ability to use any loss will depend on the particular situation of such Liquidating Trust Beneficiary. In particular, the Debtors expect that any recovery on a Tax Refund in excess of the fair market value accorded to such refund as of the Effective Date will be ordinary income to a Liquidating Trust Beneficiary. The Debtors have obtained a private letter ruling from the IRS with respect to the characterization to the Liquidating Trust Beneficiaries of stated interest accruing with respect to Tax Refunds as "interest" income for federal income tax purposes.

The U.S. federal income tax obligations of a holder with respect to its Liquidating Trust Interest are not dependent on the Liquidating Trust distributing any cash or other proceeds. Thus, a holder may incur a U.S. federal income tax liability with respect to its allocable share of Liquidating Trust income even if the Liquidating Trust does not make a concurrent distribution to the holder. In general, other than in respect of cash retained on account of Disputed Claims and distributions resulting from undeliverable distributions (the subsequent distribution of which still relates to a holder's Allowed Claim), a distribution of cash by the Liquidating Trust will not be separately taxable to a Liquidating Trust Beneficiary since such beneficiary is already regarded for federal income tax purposes as owning the underlying assets (and was taxed at the time the cash was earned or received by such Trust). Holders are urged to consult their tax advisors regarding the appropriate federal income tax treatment of any subsequent distributions of cash originally retained by the Liquidating Trust on account of Disputed Claims.

Each of the Trustees will comply with all applicable governmental withholding requirements (*see* Sections 28.14(c), 29.13(c) and 33.7 of the Seventh Amended Plan). Thus, in the case of any Liquidating Trust Beneficiaries that are *not* U.S. persons, the Liquidating Trustee may be required to withhold up to 30% of the income or proceeds allocable to such persons, depending on the circumstances (including whether the type of income is subject to a lower treaty rate). Significantly, as discussed above, a Liquidating Trust Beneficiary is treated for federal income tax purposes as holding an undivided interest in the underlying assets of the Liquidating Trust. Accordingly, any amounts received by either of the Liquidating Trust, the economic benefit of which inures to a Liquidating Trust Beneficiary on the basis described above with respect to the allocation of income, is treated as received by

the beneficiary in respect of the underlying asset, and *not* in respect of its Allowed Claim. Thus, for example, the stated interest component of a Tax Refund claim and potentially recoveries on certain other Liquidating Trust Assets may be subject to 30% income tax withholding with respect to a Liquidating Trust Beneficiary that is *not* a U.S. person. By contrast, the Debtors have obtained a private letter ruling with respect to ordinary income that represents a “gain” relative to the fair market value of a Tax Refund claim when transferred to the Liquidating Trust, concluding that such gain and any distribution by the Liquidating Trust of cash related to such gain is not subject to 30% income tax withholding with respect to a Liquidating Trust Beneficiary that is *not* a U.S. person. *As indicated above, the foregoing discussion of the U.S. federal income tax consequences of the Seventh Amended Plan does not generally address the consequences to non-U.S. holders; accordingly, such holders should consult their tax advisors with respect to the U.S. federal income tax consequences of the Seventh Amended Plan, including owning an interest in the Liquidating Trust.*

The Liquidating Trust Interests will not be transferable, other than in certain limited circumstances.

The Liquidating Trustee will file with the IRS returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a). Except as discussed below with respect to the Liquidating Trust Claims Reserve, the Liquidating Trustee will annually send to the holders of record of Liquidating Trust Interests 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.

3. Tax Reporting for Assets Allocable to Disputed Claims and Distributions from the Liquidating Trust Claims Reserve

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by either of the Liquidating Trustee of an IRS 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 will (A) elect to treat any assets allocable to, or retained on account of, Disputed Claims (*i.e.*, the 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, without limitation, the Debtors, the Liquidating Trustee and the Liquidating Trust Beneficiaries) will be required to report for tax purposes consistent with such treatment.

Accordingly, the Liquidating Trust Claims Reserve will be a separate taxable entity for U.S. federal income tax purposes, and all actual and constructive distributions from such reserve (including to the extent assets were initially allocable to Disputed Claims or Equity Interests, but are no longer) will be taxable to such reserve as if sold at fair market value. Any actual or constructive distributions from the Claims Reserves to holders of allowed claims or equity interests (including to previously Allowed Claims or Equity Interests in the event a Disputed Claim or Equity Interest is disallowed) is treated for U.S. federal income tax purposes as if received directly from the Debtors on the original Claim or Equity Interest in respect of which the Liquidating Trust Interest was issued. Thus, a holder must be careful to differentiate between the tax treatment of actual or constructive distributions from the Liquidating Trust Claims Reserve and the tax treatment of distributions out of assets of the Liquidating Trust to which the holder is already considered the direct owner for U.S. federal income tax purposes (discussed above).

The Liquidating Trustee will be responsible for payment, out of the assets of the Liquidating Trust of any Taxes imposed on the Liquidating Trust or its assets, including the Liquidating Trust Claims Reserve. To the extent any Cash retained with respect to a Disputed Claim or Equity Interest that would otherwise have been distributable upon the resolution of the Disputed Claim or Equity Interest is insufficient to pay the portion of any Taxes attributable to the income arising from the assets allocable to, or retained on account of, the Disputed Claim or Equity Interest (including any income incurred in connection with the actual or constructive distribution of such assets due to the release of such assets from the Liquidating Trust Claims Reserve upon the resolution of a Disputed Claim or Equity Interest), such Taxes may be reimbursed (as determined by the Liquidating Trustee) from the sale of any non-cash assets (including any Reorganized Common Stock) that would otherwise be actually or constructively distributed upon the resolution of the Disputed Claim or Equity Interest. For example, assume that a Disputed Claim is subsequently allowed and that the holder ordinarily would have received 10,000 shares of Reorganized Common Stock, with a value of \$10,000 on the Effective Date. If the shares appreciated in value to \$11,000 from the Effective Date to the date such shares are released from the Liquidating Trust Claims Reserve, a portion of the shares may be sold to pay any Taxes expected to be incurred by the Liquidating Trust Claims Reserve on the release of the shares.

D. Tax Reporting for Assets Allocable to the Disputed Equity Escrow and Distributions from the Disputed Equity Escrow

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 as escrow agent 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 as escrow agent shall (A) treat the Disputed Equity Escrow as a "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 Equity Interests) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

Accordingly, the Disputed Equity Escrow will be a separate taxable entity for U.S. federal income tax purposes, and all distributions from such escrow will be taxable to such reserve as if sold at fair market value. Any distributions from the escrow will be treated for U.S. federal income tax purposes as if received directly by the recipient from the Debtors on the original Claim or Equity Interest of such recipient.

The Liquidating Trustee, which will serve as escrow agent for the Disputed Equity Escrow, will 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

E. Information Reporting and Withholding.

All distributions to holders of Claims and Equity Interests under the Seventh Amended Plan (including from the Liquidating Trust, the Liquidating Trust Claims Reserve, or the Disputed Equity Escrow), and amounts earned or received by the Liquidating Trust and, thus, treated as earned or received by the Liquidating Trust Beneficiaries, are subject to any applicable tax withholding, including employment tax withholding.

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

In addition, as discussed above under Section VIII.C, “*Tax Treatment of the Liquidating Trust and Holders of Beneficial Interests*,” a holder of a Liquidating Trust Interest that is a *not* a U.S. person may be subject to 30% withholding, depending on, among other things, the particular type of income and whether the type of income is subject to a lower treaty rate. And, as mentioned above under Section VIII.B.3.f, the Debtors expect that holders of Second Lien Runoff Notes who are *not* U.S. persons may be subject to 30% withholding (subject to potential reduction by treaty) with respect to payments on the Runoff Notes (including upon a redemption) that are allocable to accrued OID. *A non-U.S. holder may also be subject to other adverse consequences in connection with the implementation of the Seventh Amended Plan. As discussed above, the foregoing discussion of the U.S. federal income tax consequences of the Seventh Amended Plan does not generally address the consequences to non-U.S. holders of Allowed Claims or Equity Interests.*

Recent Legislation. Under legislation recently enacted into law, certain payments made after December 31, 2012 to certain foreign entities (including foreign accounts or foreign intermediaries) would be subject to a 30% withholding tax unless various U.S. information reporting and due diligence requirements have been satisfied. Payments subject to such requirements include dividends on and the gross proceeds of dispositions of Reorganized Common Stock and likely include distributions by the Liquidating Trust. These requirements are different from, and in addition to, the withholding tax requirements described above under Section VIII.C.2, “*General Tax Reporting by the Liquidating Trust and its Beneficiaries*.” A holder who is not a U.S. person should consult their tax advisor concerning the application of this legislation to their particular circumstances.

The foregoing summary has been provided for informational purposes only. All holders of Claims or Equity Interests receiving a distribution under the Seventh Amended Plan are urged to consult their tax advisors concerning the federal, state, local and foreign tax consequences applicable under the Seventh Amended Plan.

IX.

CONSEQUENCES UNDER THE FEDERAL SECURITIES LAWS

A. General Application of section 1145 to New Interests

Pursuant to the Seventh Amended Plan, (i) Reorganized WMI will issue the Runoff Notes and Reorganized Common Stock (collectively, the “Reorganized WMI Interests”) to certain holders of Allowed Claims and Equity Interests, and (ii) the Liquidating Trust will issue Liquidating Trust Interests to certain Holders of Allowed Claims and Equity Interests. To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy laws, rules and regulations, the offer and sale under the Seventh Amended Plan of the Reorganized WMI Interests and the Liquidating Trust Interests (collectively, the “New Interests”) will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and

regulations. The application of section 1145 and other applicable federal securities laws is discussed in more detail below with respect to each of the Reorganized WMI Interests and the Liquidating Trust Interests.

B. Reorganized WMI Interests

1. Transfer Restrictions Under the Securities Laws

Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale, under a chapter 11 plan of reorganization, of a security of a debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to a debtor under a plan, if such securities are offered or sold in exchange for a claim against, or equity interest in, such debtor or affiliate or principally in such exchange and partly for cash. The offer and sale of Reorganized WMI Interests by Reorganized WMI pursuant to the Seventh Amended Plan to certain holders of Claims against, or Equity Interests in (as applicable) the Debtors, will be based on the exemption provided by section 1145 from the registration requirements of the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations. Because these securities will not be deemed “restricted” (as that term is defined in Rule 144(a)(3) under the Securities Act), the Reorganized WMI Interests may be resold without registration under the Securities Act pursuant to the exemption provided by Section 4(1) of the Securities Act, unless the holder is an “underwriter,” as that term is defined in section 1145(b) of the Bankruptcy Code, with respect to the Reorganized WMI Interests. In addition, the Reorganized WMI Interests generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. However, recipients of the Reorganized WMI Interests issued under the Seventh Amended Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

Section 1145(b) of the Bankruptcy Code defines “underwriter” for purposes of the Securities Act as one who (a) purchases a claim with a view to distribution of any security to be received in exchange for the claim other than in ordinary trading transactions, (b) offers to sell securities issued under a plan for the holders of such securities, (c) offers to buy securities issued under a plan from Persons receiving such securities, if the offer to buy is made with a view to distribution, or (d) is a control Person of the issuer of the securities, within the meaning of Section 2(a)(11) of the Securities Act. For purposes of the Securities Act, the term “control,” which includes the terms “controlling,” “controlled by,” and “under common control with,” is defined by Rule 405 under the Securities Act as “the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.”

For Persons deemed to be “underwriters” who receive the Reorganized WMI Interests pursuant to the Seventh Amended Plan, including control Person underwriters (collectively, the “Restricted Holders”), resales of the Reorganized WMI Interests will not be exempt under section 1145 of the Bankruptcy Code from registration under the Securities Act. Restricted Holders may, however, be able, and under certain conditions described below, to sell their Reorganized WMI Interests without registration pursuant to the safe harbor resale provisions of Rule 144 under the Securities Act, or any other applicable exemption under the Securities Act.

Generally, Rule 144 provides that Persons selling securities received in a transaction not involving a public offering or who are “affiliates” of an issuer will not be deemed to be underwriters if certain conditions are met. For purposes of the Securities Act, the term “affiliate” is defined by Rule 405 under the Securities Act to mean “a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or under common control with,” the issuer. These conditions vary depending

on whether the seller is a holder of restricted securities or a control Person of the issuer and whether the security to be sold is an equity security or a debt security. Depending on the relevant facts and circumstances, the conditions include required holding periods, the requirement that current public information with respect to the issuer be available, a limitation as to the amount of securities that may be sold within a three-month period, the requirement that the securities be sold in a "brokers transaction" or in a transaction effected directly with a "market maker" and that notice of the resale be filed with the SEC. The Debtors cannot assure, however, that adequate current public information will exist with respect to Reorganized WMI at all times and, therefore, that the safe harbor provisions of Rule 144 under the Securities Act will ever be available to exempt resales. Pursuant to the Seventh Amended Plan, certificates evidencing any Reorganized WMI Interests received by Restricted Holders will bear a legend substantially in the form below:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND SAID LAWS OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF."

* * * * *

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF REORGANIZED WMI INTERESTS MAY BE AN UNDERWRITER OR AN AFFILIATE OF REORGANIZED WMI, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN NEW SECURITIES TO BE DISTRIBUTED PURSUANT TO THE SEVENTH AMENDED PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF REORGANIZED WMI INTERESTS CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH REORGANIZED WMI INTERESTS.

2. Listing and SEC Reporting

As of the Effective Date, the Reorganized WMI Interests will not be listed for trading on any national securities exchange or other organized trading market. Consequently, the liquidity of the Reorganized WMI Interests will be limited as of the Effective Date. The future liquidity of any trading markets for the Reorganized WMI Interests will depend, among other things, upon the number of holders of the Reorganized WMI Interests, whether the Reorganized WMI Interests are listed for trading on a national securities exchange, or other organized trading market at some future time, and whether Reorganized WMI begins to file reports with the SEC pursuant to the Exchange Act. In this regard, Reorganized WMI is deemed to be a successor to WMI for the purposes of the Exchange Act and will continue to be subject to the reporting requirements of the Exchange Act until Reorganized WMI has less than 300 holders of record of Reorganized Common Stock and files a Form 15 with the SEC to suspend its reporting obligations under the Exchange Act. Periodic SEC reporting is a requirement for listing the Reorganized WMI Interests on a national securities exchange.

3. Transfer Restrictions under the New Certificate of Incorporation of Reorganized WMI with respect to the Reorganized Common Stock

From and after the Effective Date, the certificate of incorporation of Reorganized WMI will contain certain transfer restrictions as further described below in relation to the transfer of Reorganized Common Stock. In particular, without the approval of Reorganized WMI's board of directors, (i) no Person will be permitted to acquire, whether directly or indirectly, and whether in one

transaction or a series of related transactions, Reorganized Common Stock, to the extent that after giving effect to such purported acquisition (a) the purported acquirer or any other Person by reason of the purported acquirer's acquisition would become a Substantial Holder (as defined below) of any class of stock of Reorganized WMI, or (b) the percentage of stock ownership of a person that, prior to giving effect to the purported acquisition, is already a Substantial Holder of the class of stock sought to be acquired would be increased; and (ii) no Substantial Holder may dispose, directly or indirectly, of any shares of Reorganized WMI stock without the consent of a majority of Reorganized WMI's board of directors. A "Substantial Holder" is a person that owns (as determined for NOL purposes) 4.75% of any class of stock of Reorganized WMI, including any instrument treated as stock for NOL purposes.

4. Transfer Restrictions under the Indenture for the Second Lien Runoff Notes

The indenture for the Second Lien Runoff Notes may include certain restrictions on accumulation of 4.75% or more of the aggregate principal amount of such notes if such restrictions would not preclude the listing of such notes with DTC.

C. Liquidating Trust Interests

1. Transfer Restrictions Under the Securities Laws

As noted under Section IX.B.1, Section 1145 of the Bankruptcy Code generally exempts from registration under the Securities Act the offer or sale, under a chapter 11 plan of reorganization, of a security of a debtor, of an affiliate participating in a joint plan with the debtor, or of a successor to a debtor under a plan, if such securities are offered or sold in exchange for a claim against, or equity interest in, such debtor or affiliate or principally in such exchange and partly for cash. Because the Liquidating Trust is a successor of the Debtors for purposes of section 1145 of the Bankruptcy Code and will be relying on the exemption from Securities Act registration provided by section 1145, the Liquidating Trust Interests (to the extent that they are deemed to constitute "securities" within the meaning of the Securities Act) that will be offered and sold by the Liquidating Trust under the Seventh Amended Plan to certain holders of Claims against, or Equity Interests in (as applicable), the Debtors will be exempt from registration under the registration requirements of the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations. Pursuant to the terms of the Liquidating Trust Agreement, however, a Liquidating Trust Interest is not transferable or assignable by a Liquidating Trust Beneficiary except by will, intestate succession or operation of law.

2. Listing and SEC Reporting

As noted above, the Liquidating Trust Interests are not transferable or assignable except by will, intestate succession or operation of law. The Liquidating Trust Interests will not be listed for trading on any national securities exchange or other organized trading market and the Liquidating Trustee does not intend to take any action to encourage or otherwise promote the development of an active trading market. It is possible that the Liquidating Trust will make certain filings with the SEC on a voluntary basis, but there is no assurance that the Liquidating Trust will do so or continue to do so.

X.
CERTAIN FACTORS TO BE CONSIDERED

A. Certain Bankruptcy Law Considerations

1. Risk of Non-Confirmation of the Seventh Amended Plan

Although the Debtors believe that the Seventh Amended Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications of the Seventh Amended Plan will not be required for confirmation or that such modifications would not necessitate resolicitation of votes.

2. Non-Consensual Confirmation

In the event that any impaired class of Claims or Equity Interests does not accept a plan of reorganization, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has accepted the Seventh Amended Plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired Classes. See Section XII.C below, entitled "*Requirements for Confirmation of the Seventh Amended Plan.*" Because Class 17B (WMB Subordinated Notes Claims) is deemed to reject the Seventh Amended Plan, these requirements must be satisfied with respect to this Class. Should any other class vote to reject the Seventh Amended Plan, then these requirements must be satisfied with respect to those Classes as well. The Debtors believe that the Seventh Amended Plan satisfies these requirements.

3. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date will occur soon after the date of confirmation of the Seventh Amended Plan, there can be no assurance as to such timing.

4. Conversion into Chapter 7 Cases

If no reorganization plan can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of Creditors and holders of Equity Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. See Section XII.C.1.b hereof, as well as the Updated Liquidation Analysis annexed hereto as Exhibit C, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Equity Interests.

B. Additional Factors To Be Considered

1. The Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

2. No Representations Outside This Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Seventh Amended Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Seventh Amended Plan that are other than as contained in, or included with, this Disclosure Statement should not be relied upon by you in arriving at your decision.

3. Claims Could Be More Than Projected

The allowed amount of Claims in certain Classes could be significantly more than projected, which in turn, could cause the value of distributions to be reduced substantially. In addition, certain Claims may continue to accrue postpetition interest such that delays in distributions by the Debtors could reduce distributions available for other Creditors.

4. The Debtors Estimate That a Three and One-Half (3.5) Months' Delay in Confirmation Will Eliminate All Recoveries for Holders of Allowed PIERS Claims, and That Additional Delay Will Begin to Reduce, and May Eliminate, Recoveries for Holders of Allowed Claims That Are Senior in Recovery to Holders of Allowed PIERS Claims

There are multiple reasons that confirmation of the Seventh Amended Plan (as it may be further amended or modified) could be delayed, including if certain Classes fail to vote in favor of the Seventh Amended Plan, if objections to confirmation of the Seventh Amended Plan are raised that require factual discovery or extended briefing or argument, or if the Bankruptcy Court declines to grant an order confirming the Seventh Amended Plan.

The Updated Liquidation Analysis attached hereto as Exhibit C and the corresponding recovery estimates set forth in Section III.B.6.d hereof assume an Effective Date for the Seventh Amended Plan of February 29, 2012. Even if the Bankruptcy Court confirms the Seventh Amended Plan, a delay in confirmation thereof would cause the Effective Date (*i.e.*, consummation of the Seventh Amended Plan and distributions to Creditors and Equity Interest holders) to be delayed.

To the extent that confirmation and consummation of the Seventh Amended Plan is delayed past February 29, 2012, the Class of PIERS Claims will be the first Class to suffer from a deterioration or elimination in recoveries as a result of the continued accrual of interest and fees. Indeed, the Debtors estimate that if the Effective Date is delayed approximately three and one-half (3.5) months past February 29, 2012, holders of Allowed PIERS Claims will not recover at all pursuant to the Seventh Amended Plan. The Debtors estimate that if the Effective Date is delayed longer than three and one-half (3.5) months past February 29, 2012, the recoveries for holders of Allowed Claims that are senior in recovery to holders of Allowed PIERS Claims will begin to be reduced, and, in the case of certain Classes of Creditors, may also be eliminated.

5. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary

Certain of the information contained in this Disclosure Statement is, by nature, forward looking, and contains estimates and assumptions which might ultimately prove to be incorrect, and contains projections which may be materially different from actual future experiences. There are uncertainties associated with any projections and estimates, and they should not be considered assurances

or guarantees of the amount of funds or the amount of Claims in the various Classes that might be allowed.

6. Non-Recourse Nature of the Runoff Notes; Full Satisfaction of Principal and Interest due on the Runoff Notes Is Not Assured

The sole source of payment of the Runoff Notes will be (i) the Runoff Proceeds deposited into the Collateral Account and the other assets of WMI, but only to the extent that Runoff Proceeds required to be deposited into the Collateral Account are not so deposited and (ii) the equity interests in WMMRC or such other Entity as holds the WMMRC Trusts and any excess assets of the holder of the WMMRC Trusts, to the extent a valid and perfected lien has been granted therein (with any such lien subject to regulatory approval), as described in Section III.B.1.b above. Holders of the Runoff Notes will have no other recourse against Reorganized WMI or its subsidiaries for payments due on the Runoff Notes. Although the trustee for the Runoff Notes will have the right to enforce certain rights and remedies against Reorganized WMI upon the occurrence of certain events of default, as and to the extent set forth in the indentures related to the Runoff Notes, there can be no assurance that the Runoff Proceeds (regardless of whether or not deposited into the Collateral Account) and other recourse assets described above will be sufficient in amount to cause any unpaid interest and the outstanding principal amount of the Runoff Notes to be paid in full at such time. Indeed, as depicted in Article VII hereof, the Debtors project that the Runoff Proceeds will be sufficient to satisfy only a portion of the principal and interest owed in connection with the Second Lien Runoff Notes.

7. The Runoff Notes Will Be Effectively Subordinate to the Liabilities of WMMRC

The Runoff Notes will not be guaranteed by any current or future subsidiaries of Reorganized WMI, including WMMRC. Payments with respect to the Runoff Notes are dependent upon Reorganized WMI's receipt of Runoff Proceeds Distributions and may be restricted pursuant to applicable state law. Hawaiian insurance regulations may further restrict the amount of Runoff Proceeds which are payable to Reorganized WMI. Furthermore, in the event of a bankruptcy, liquidation or reorganization of WMMRC or other holder of the WMMRC Trusts. Holders of the debts and trade Creditors of WMMRC or such other holder may be required to be paid before WMMRC or such other holder will be able to distribute any of its assets to Reorganized WMI.

8. Any Trading Market that Develops for the Runoff Notes May Not Be Liquid, and There are Restrictions on Transfers of the Second Lien Runoff Notes

A liquid market for the Runoff Notes may not develop and Reorganized WMI does not currently intend to list the Runoff Notes on any national securities exchange or to seek their quotation on any automated dealer quotation system. If any of the Runoff Notes are traded after their initial issuance, they may trade at a discount from the initial offering price, depending upon prevailing interest rates, the market for similar securities, and other factors, including general economic conditions and Reorganized WMI's financial condition, performance and prospects.

In addition, the market for non-investment grade debt securities has historically been subject to disruptions that have caused price volatility independent of the operating and financial performance of the issuers of these securities. It is possible that any market for the Runoff Notes will be subject to these kinds of disruptions. Accordingly, declines in the liquidity and market price of the Runoff Notes may occur independent of operating and financial performance. The Second Lien Runoff Notes may include certain restrictions on accumulation of 4.75% or more of the aggregate principal amount of such notes if such restrictions would not preclude the listing of such notes with the DTC.

9. Holders of Runoff Notes May Be Required to Pay U.S. Federal Income Tax on Such Notes Even if Reorganized WMI Does Not Pay Cash Interest

None of the interest payments on the Runoff Notes will be “qualified stated interest” for U.S. federal income tax purposes, because the Runoff Notes, subject to the availability of Runoff Proceeds, may be paid currently with cash, or paid in kind if sufficient Runoff Proceeds are unavailable. Consequently, the Runoff Notes will be treated as issued with original issue discount (“OID”) for U.S. federal income tax purposes, and U.S. holders will be required to include the OID in gross income on a constant yield to maturity basis, regardless of whether interest is paid currently in cash.

10. No Legal or Tax Advice is Provided to You By This Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each Creditor or Equity Interest holder should consult his, her, or its own legal counsel and accountant as to legal, tax and other matters concerning his, her, or its Claim or Equity Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Seventh Amended Plan or object to confirmation of the Seventh Amended Plan.

11. No Admission Made

Nothing contained herein or in the Seventh Amended Plan shall constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Seventh Amended Plan on the Debtors or on Creditors or Equity Interest holders.

12. Certain Tax Consequences

For a discussion of certain U.S. federal income tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Seventh Amended Plan, see Article VIII above, entitled “*Certain Federal Income Tax Consequences of the Seventh Amended Plan.*”

13. Debtors Could Withdraw Plan

Under the Seventh Amended Plan, the Debtors can withdraw the Seventh Amended Plan with respect to either of the Debtors and proceed with confirmation of the Seventh Amended Plan with respect to the other Debtors.

14. Subject to Certain Limited Exceptions, the Liquidating Trust Interests Are Not Transferable or Assignable

As described in Section IX.C.1, the Liquidating Trust Interests are not transferable or assignable except by will, intestate succession or operation of law. Accordingly, a liquid trading market in the Liquidating Trust Interests is unlikely to develop.

15. Ability to Transfer Reorganized Common Stock

A liquid trading market for the Reorganized Common Stock may not develop. The future liquidity of any trading markets for the Reorganized Common Stock that may develop will depend, among other things, upon the number of holders of such securities and whether the Reorganized Common

Stock is listed for trading on a national securities exchange or other organized trading market at some future time.

In addition, from and after the Effective Date, the certificate of incorporation of Reorganized WMI will contain certain transfer restrictions as further described in Section IX.B.3 in relation to the transfer of Reorganized Common Stock. Specifically, the certificate of incorporation of Reorganized WMI provides that, without the approval of Reorganized WMI's board of directors, (i) no Person will be permitted to acquire, whether directly or indirectly, and whether in one transaction or a series of related transactions, Reorganized Common Stock, to the extent that after giving effect to such purported acquisition (a) the purported acquirer or any other Person by reason of the purported acquirer's acquisition would become a Substantial Holder (as defined below) of any class of stock of Reorganized WMI, or (b) the percentage of stock ownership of a person that, prior to giving effect to the purported acquisition, is already a Substantial Holder of the class of stock sought to be acquired would be increased; and (ii) no Substantial Holder may dispose, directly or indirectly, of any shares of Reorganized WMI stock without the consent of a majority of Reorganized WMI's board of directors. A "Substantial Holder" is a person that owns (as determined for NOL purposes) 4.75% of any class of stock of Reorganized WMI, including any instrument treated as stock for NOL purposes.

16. Pending Appeal of TPS Order

As discussed in Section V.B.5.c hereof, the TPS Plaintiffs have appealed the TPS Order, and, in connection with such TPS Appeal, continue to contest the ownership of the Trust Preferred Securities notwithstanding the Bankruptcy Court's dismissal of such claims pursuant to the TPS Order. In various pleadings filed in the Bankruptcy Court, certain of the TPS Plaintiffs have argued that the outcome of the TPS Appeal may affect the rights and/or distributions of parties in interest pursuant to the Seventh Amended Plan. The TPS Consortium also asserts that the filing of the TPS Appeal divested the Bankruptcy Court of jurisdiction to take any action that would affect an appellate court's ability to adjudicate the TPS Appeal. The TPS Consortium has argued that confirmation of the Seventh Amended Plan, as currently constituted, would be improper in light of the pending appeal of the TPS Order. It is the TPS Consortium's position that if the TPS Consortium prevails with respect to such assertions regarding the Bankruptcy Court's jurisdiction to confirm the Seventh Amended Plan (through relief granted by the Bankruptcy Court or from an appellate court), any order determined to have been in excess of the Bankruptcy Court's jurisdiction (including an order confirming the Seventh Amended Plan) could be deemed null and void ab initio, and that this could create a number of complications with respect to the implementation and enforcement of that order (including as to rights or distributions contemplated pursuant to the Seventh Amended Plan).

Each of the Debtors, Creditors' Committee, Equity Committee, and JPMC dispute the TPS Consortium's positions with respect to the effect of the TPS Appeal.

XI. VOTING AND ELECTION PROCEDURES

A. Solicitation of Votes With Respect to the Seventh Amended Plan

1. The Debtors Will Solicit Votes from Holders of Claims in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, 18, 19, and 22

The Debtors will solicit votes on the Seventh Amended Plan from holders of Claims and Equity Interests in the following Classes, even though certain of such holders may have already voted either on the Sixth Amended Plan, the Modified Sixth Amended Plan, or both: Class 2 (Senior Notes

Claims), Class 3 (Senior Subordinated Notes Claims), Class 5 (JPMC Rabbi Trust/Policy Claims), Class 6 (Other Benefit Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), Class 12 (General Unsecured Claims), Class 12A (Late-Filed Claims), Class 13 (Convenience Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 18 (Subordinated Claims), Class 19 (Preferred Equity Interests), and Class 22 (Common Equity Interests). Each holder of a Late-Filed Claim in Class 12A will be entitled to vote on the Seventh Amended Plan, to the extent that such holder filed such Late-Filed Claim on or prior to the General Record Date (as defined in Section XIB.3 below). To summarize in chart form, the Debtors will solicit votes on the Seventh Amended Plan from holders of Claims and Equity Interests in the following Classes (the “Voting Classes”):⁷¹

Class	Description
Class 2	Senior Notes Claims
Class 3	Senior Subordinated Notes Claims
Class 5	JPMC Rabbi Trust/Policy Claims
Class 6	Other Benefit Plan Claims
Class 8	WMB Vendor Claims
Class 9	Visa Claims
Class 10	Bond Claims
Class 11	WMI Vendor Claims
Class 12	General Unsecured Claims
Class 12A	Late-Filed Claims filed on or prior to the General Record Date
Class 13	Convenience Claims
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 16	PIERS Claims
Class 18	Subordinated Claims
Class 19	Preferred Equity Interests ⁷²
Class 22	Common Equity Interests

WITH RESPECT TO THE FOREGOING CLASSES,

⁷¹ Holders of Claims and Equity Interests in certain Classes are also required and/or permitted to make certain elections with respect to the Seventh Amended, as discussed in more detail below, as well as in Articles III and VI hereof.

⁷² As directed by the Bankruptcy Court, the votes of holders of Preferred Equity Interests in Class 19 will be weighted according to liquidation preference amount on a per share basis.

**EXCEPT AS DESCRIBED BELOW, IN CONNECTION
WITH SOLICITATION OF VOTES ON THE SEVENTH AMENDED
PLAN, ANY AND ALL PRIOR VOTES ON THE SIXTH AMENDED
PLAN AND THE MODIFIED SIXTH AMENDED PLAN WILL BE DISREGARDED**

Although Class 19 (Preferred Equity Interests) (i) will be entitled to vote on the Seventh Amended Plan, and (ii) as discussed in Section XI.B.1 below, must submit new elections granting the releases set forth in the Non-Debtor Release Provision to receive a distribution *from the Debtors*, JPMC will not extend the period in which holders of REIT Series may elect to receive a supplemental distribution from JPMC.

**2. Classes 1, 4, 7, and 17A Will Be Deemed to Accept the Seventh Amended Plan,
While Classes 17B and 21 Will Be Deemed to Reject**

The Seventh Amended Plan provides (as did the Modified Sixth Amended Plan) that holders of Claims in Class 1 (Priority Non-Tax Claims) will be paid in full on the Effective Date and will not be subject to the releases set forth in the Non-Debtor Release Provision. Accordingly, holders of Claim in Class 1 are unimpaired pursuant to the Seventh Amended Plan, are deemed to accept, and will not receive Ballots⁷³ or Election Forms (as defined below). Similarly, holders of Claims in Classes 4 (WMI Medical Plan Claims) and 7 (Qualified Plan Claims)—which Claims will be paid or funded by JPMC pursuant to the Global Settlement Agreement and the Seventh Amended Plan—are not required to grant the releases set forth in the Non-Debtor Release Provision. Accordingly, such Claims are unimpaired by the Seventh Amended Plan, are deemed to accept, and will not receive Ballots or Election Forms.

The Debtors solicited votes and elections from holders of WMB Senior Notes Claims in Class 17A in connection with the Sixth Amended Plan. The Debtors did not resolicit votes from such holders with respect to the Modified Sixth Amended Plan, and similarly will not resolicit votes from such holders in connection with the Seventh Amended Plan, because the modifications incorporated in the Seventh Amended Plan, as compared to the Sixth Amended Plan or the Modified Sixth Amended Plan, do not adversely affect the treatment of WMB Senior Notes Claims, and, accordingly, pursuant to Bankruptcy Rule 3019, resolicitation of votes from such holders is not necessary. Thus, holders of WMB Senior Notes Claims in Class 17A will be deemed to have accepted the Seventh Amended Plan, will not be entitled to vote on the Seventh Amended Plan, and will not receive Ballots or Election Forms.

Class 17B will not receive any distribution pursuant to the Seventh Amended Plan and, therefore, is deemed to reject the Seventh Amended Plan. Holders of WMB Subordinated Notes Claims in Class 17B will not receive Ballots or Election Forms.

Additionally, and notwithstanding the fact that holders of Dime Warrants in Class 21 are entitled to receive distributions pursuant to the Seventh Amended Plan, because the Equity Interests of all Dime Warrants holders are currently disputed, in accordance with the solicitation procedures approved in these Chapter 11 Cases in connection with the solicitation of the Sixth Amended Plan and Modified Sixth Amended Plan, the Debtors do not intend to solicit votes from Class 21. Thus, holders of Dime Warrants in Class 21 will not receive Ballots. Instead, because Class 21 will be an empty class for voting purposes, the Debtors will deem such Class to have rejected the Seventh Amended Plan.

⁷³ The term “Ballot” is defined in the Seventh Amended Plan as “[t]he 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.”

3. Holders of Disputed Claims Are Not Entitled to Vote

Among other things, if the Debtors have filed an objection to or request for estimation of a claim on or before the General Record Date (as defined in Section XIB.3 below), such claim is temporarily disallowed, except as ordered by the Bankruptcy Court before the Voting and Election Deadline (as defined in Section XIB.3 below); provided, however, that, if the Debtors' objection seeks to reclassify or reduce the allowed amount of such claim, then such claim is temporarily allowed for voting purposes in the reduced amount and/or as reclassified, except as may be ordered by the Bankruptcy Court before the Voting and Election Deadline.

4. Ballots

If your Claim or Equity Interest is not classified in one of the Voting Classes, you are not entitled to vote on the Seventh Amended Plan and you will not receive a Ballot. If your Claim or Equity Interest is in a Voting Class and you are otherwise eligible to vote on the Seventh Amended Plan, you will receive a Ballot with respect to that Claim or Equity Interest, as applicable. You should read your Ballot and follow the listed instructions carefully. Please use only the Ballot that accompanies this Disclosure Statement. **You must complete and return such Ballot even if you previously returned a Ballot in connection with the Sixth Amended Plan and/or the Modified Sixth Amended Plan.**

If you are a holder of a Claim or Equity Interest in one of the Voting Classes and did not receive a Ballot, received a damaged or illegible Ballot, or lost your Ballot, or if you are a party in interest and have any questions concerning this Disclosure Statement, any exhibit hereto, the Seventh Amended Plan, or the voting procedures in respect thereof, please contact the voting agent (the "Voting Agent") at:

Washington Mutual Ballot Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, California 90245
(888) 830-4644

B. Solicitation of Elections With Respect to the Seventh Amended Plan

As described below, certain holders of Claims and Equity Interests are required and/or permitted to make certain new or revised elections with respect to the Seventh Amended Plan.

1. **Certain Holders of Claims and Equity Interests Must Elect to Be Bound by the Non-Debtor Release Provision (Section 41.6 of the Seventh Amended Plan) to Receive a Distribution Pursuant to the Seventh Amended Plan**

In the January Opinion, the Bankruptcy Court ruled that a chapter 11 plan of reorganization may provide for consensual releases, by holders of claims or equity interests, of such holders' claims against certain non-debtor entities, as long as such holders affirmatively consent to such releases. Pursuant to the Seventh Amended Plan, holders of Claims and Equity Interests in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, 17A, 18, 19, 21, and 22 must either grant or, in the case of holders of WMB Senior Notes Claims in Class 17A, must have previously granted, the releases in the Non-Debtor Release Provision in order to receive a distribution pursuant to the Seventh Amended Plan. Consistent with the January Opinion, and as specifically set forth in the Non-Debtor Release Provision, such releases are only effective against parties that (i) affirmatively elect to grant such releases, and (ii) receive a distribution pursuant to the Seventh Amended Plan. Accordingly, consistent with the January

Opinion, holders of Claims and Equity Interests in these Classes either had or will have the opportunity to submit elections with respect to the Non-Debtor Release Provision (the “Non-Debtor Release Elections”).

- a. ***The Debtors Will Solicit New Non-Debtor Release Elections from Holders of Claims and Equity Interests in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, 18, 19, 21, and 22 and, on a Contingent Basis, From Holders of Disputed Claims***

Holders of Claims and Equity Interests in Classes 2, 3, 5, 6, 8, 9, 10, 11, 12, 12A, 13, 14, 15, 16, 18, 19, and 22, all of whom will receive Ballots to vote on the Seventh Amended Plan, will be entitled and required to submit new Non-Debtor Release Elections on such Ballots. **Any and all prior Non-Debtor Release Elections from such holders will be disregarded.**

In addition, holders of Dime Warrants in Class 21 as well as holders of Disputed Claims, all of whom are not entitled to vote and will not receive Ballots, will be provided election forms entitling such holders to submit Non-Debtor Release Elections (the “Non-Debtor Release Election Forms”). **Any and all prior Non-Debtor Release Elections from such holders will be disregarded.** The releases set forth in the Non-Debtor Release Election Provision will be effective as against holders of Disputed Claims, however, only to the extent that a Disputed Claim holder ultimately is determined, pursuant to a Final Order, to hold an Allowed Claim against the Debtors.

Although holders of the REIT Series must submit new Non-Debtor Release Elections to receive a distribution *from the Debtors*, JPMC will not extend the period in which such holders may elect to receive the supplemental distribution from JPMC, as discussed in more detail in Section III.B.6.c above. Specifically, release elections submitted by holders of REIT Series in connection with the solicitation of votes and elections with respect to the *Sixth* Amended Plan will be the only elections honored for determining which holders are entitled to receive a supplemental distribution from JPMC pursuant to Section 23.1 of the Seventh Amended Plan. Such elections will remain binding on such holders, and such holders will be deemed “Releasing REIT Trust Holders” pursuant to the Seventh Amended Plan. Notwithstanding the foregoing, *all* holders of REIT Series, including those deemed “Releasing REIT Trust Holders,” must submit or resubmit, as the case may be, Non-Debtor Release Elections in connection with the solicitation of votes and elections on the *Seventh* Amended Plan to receive a distribution *from the Debtors*. **All prior Non-Debtor Release Elections will be disregarded for this purpose with respect to the Seventh Amended Plan.**

To summarize in chart form, the Debtors will solicit new Non-Debtor Release Elections from, and will provide new Ballots or Non-Debtor Release Election Forms to, holders of Claims and Equity Interests in the following Classes:

Class	Description
Class 2	Senior Notes Claims
Class 3	Senior Subordinated Notes Claims
Class 5	JPMC Rabbi Trust/Policy Claims
Class 6	Other Benefit Plan Claims
Class 8	WMB Vendor Claims
Class 9	Visa Claims
Class 10	Bond Claims

Class	Description
Class 11	WMI Vendor Claims
Class 12	Allowed General Unsecured Claims and Disputed Claims ⁷⁴
Class 12A	Allowed Late-Filed Claims and Disputed Late-Filed Claims ⁷⁵
Class 13	Convenience Claims
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 16	PIERS Claims
Class 18	Subordinated Claims
Class 19	Preferred Equity Interests ⁷⁶
Class 21	Dime Warrants
Class 22	Common Equity Interests

**ANY AND ALL PRIOR NON-DEBTOR
RELEASE ELECTIONS BY SUCH CLASSES WILL BE DISREGARDED.**

- b. The Debtors Will Not Solicit Non-Debtor Release Elections from Holders of Claims in Classes 1, 4, 7, 17A, or 17B, or from Non-Filing WMB Senior Note Holders*

Certain holders of Claims are not required to grant the releases in the Non-Debtor Release Provision to receive a distribution. Specifically, this includes Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims) and Class 7 (Qualified Plan Claims). Accordingly, the Debtors will not solicit Non-Debtor Release Elections from such holders, and such holders will not receive Non-Debtor Release Election Forms. (As discussed in Section XI.A.1 above, such holders are deemed to accept the Seventh Amended Plan, and, thus, the Debtors will not provide such holders with Ballots either.)

The Debtors will not solicit Non-Debtor Release Elections from holders of WMB Subordinated Notes Claims in Class 17B because such holders are not entitled to receive any distribution pursuant to the Seventh Amended Plan. Thus, the Debtors will not provide Non-Debtor Release Election Forms to such holders. (Because they are deemed to reject the Seventh Amended Plan, such holders will not receive Ballots either.)

⁷⁴ Non-Debtor Release Elections are being solicited from holders of Disputed Claims on a contingent basis only. An election by such holders not to opt out of the Non-Debtor Release Provision will be effective only to the extent it is determined that such holders hold Allowed General Unsecured Claims and such holders receive a distribution pursuant to the Seventh Amended Plan.

⁷⁵ Non-Debtor Release Elections are being solicited from holders of Disputed Late-Filed Claims on a contingent basis, and an election not to opt out of the Non-Debtor Release Provision will be effective only to the extent it is determined that such holders hold Allowed General Unsecured Claims or Allowed Late-Filed Claims, as the case may be, and such holders receive a distribution pursuant to the Seventh Amended Plan.

⁷⁶ Although holders of the REIT Series in this Class must submit new Non-Debtor Release Elections to receive a distribution from the Debtors, JPMC will not extend the period in which such holders may elect to receive the supplemental distribution from JPMC.

The Debtors will not provide new Ballots or Non-Debtor Release Election Forms to holders of WMB Senior Notes Claims in Class 17A and Non-Filing WMB Senior Note Holders, which holders remain bound by the Non-Debtor Release Elections they submitted when such holders submitted votes and/or elections with respect to the Sixth Amended Plan or the Modified Sixth Amended Plan, as the case may be.

c. Certain Holders of Claims and Equity Interests Are Entitled to Wait Until After the Effective Date to Make Non-Debtor Release Elections Pursuant to Section 31.6(c) of the Seventh Amended Plan

Pursuant to Section 31.6(c) of the Seventh Amended Plan, and notwithstanding anything to the contrary set forth therein, all holders of Claims who fail to execute the Non-Debtor Release Election (other than (a) holders that affirmatively elect to opt out of granting such releases, (b) holders in unimpaired Classes that are not subject to such releases, and (c) holders of Claims in Class 17A and Non-Filing WMB Senior Note Holders), can make such election at a later date, as long as it is in accordance with the procedures set forth in Section 31.6(c) of the Seventh Amended Plan and the timeframe set forth therein (*i.e.*, on or prior to the one (1) year anniversary of the Effective Date). **By failing to submit any Non-Debtor Release Election on or prior to the Voting and Election Deadline, any such holder will not be eligible to receive a distribution from the Debtors on the Effective Date**, and will only be entitled to receive a distribution from the Debtors if such holder grants the releases set forth in the Non-Debtor Release Provision within the timeframe set forth in Section 31.6(c) of the Seventh Amended Plan (*i.e.*, on or prior to the one (1) year anniversary of the Effective Date) and is otherwise entitled, pursuant to the Seventh Amended Plan, to receive a distribution.

Specifically, Section 31.6(c) of the Seventh Amended Plan provides that those holders of Claims that are entitled to make delayed Non-Debtor Release Elections pursuant to the Seventh Amended Plan that failed or fail, as the case may be, to execute and deliver a Non-Debtor Release Election prior to the applicable voting and election deadline (but not (a) holders that affirmatively elect to opt out of such releases 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 amount 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, except with respect to Equity Interests submitted prior to the Equity Release Election Date, whether submitted in accordance with Section 31.6(c) of the Seventh Amended Plan or otherwise, will not be accepted during the period between the Voting and Election Deadline 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 (a) holders of Claims in Class 17A and Non-Filing WMB Senior Note Holders or (b) holders of Preferred Equity Interests in Class 19 and Common Equity Interests in Class 22, be honored by the Liquidating Trustee.

Additionally, holders of Disputed Claims and Dime Warrants, to the extent available pursuant to the Seventh Amended Plan, may submit a Runoff Notes Election and a Reorganized Common Stock Election (both as defined below) notwithstanding the fact that any such holder may not be submitting a Non-Debtor Release Election at this time; provided, however, that all Runoff Notes Elections and Reorganized Common Stock Elections must be submitted prior to the Voting and Election Deadline and cannot be made at a later date; and provided, further, that, except with respect to holders of Dime Warrants in Class 21 and Disputed Claims in Class 12, **any holder that makes a Reorganized Common Stock Election and directs their nominee to tender or block their securities will have manifested such holder's affirmative consent to grant the releases set forth in the Non-Debtor Release Provision and will receive such holder's distribution.** The affirmative consent from such Reorganized Common Stock Election will override any contrary election to opt out of the Non-Debtor Release Provision.

2. Solicitation of Runoff Notes Elections

As discussed in more detail in Sections III.B.6.b, VI.B.2, VI.B.3, VI.B.12, and VI.B.15, VI.B.16 above, the Seventh Amended Plan provides that certain holders of Claims may elect 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 Seventh Amended Plan (the "Runoff Notes Election").

a. Holders of Claims in Classes 2, 3, 12, 14, and 15, as well as, on a Contingent Basis, Holders of Dime Warrants in Class 21 and Certain Holders of Disputed Claims, Are Entitled to Make a Runoff Notes Election

On the applicable Ballots or, with respect to holders of Dime Warrants in Class 21 and Disputed Claims in Class 12 which are not permitted to vote on the Seventh Amended Plan, on Election Forms sent to such holders (the "Distribution Election Forms" and, together with the Non-Debtor Release Election Forms, the "Election Forms"), the Debtors will solicit Runoff Notes Elections from holders of Claims and Equity Interests in the following Classes:

Class	Description
Class 2	Senior Notes Claims
Class 3	Senior Subordinated Notes Claims
Class 12	Allowed General Unsecured Claims and Disputed Claims ⁷⁷
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 21	Dime Warrants ⁷⁸

⁷⁷ Runoff Notes Elections are being solicited from holders of Disputed Claims in Class 12 on a contingent basis, and will be honored only to the extent it is determined that such holders hold Allowed General Unsecured Claims and are otherwise entitled to a distribution pursuant to the Seventh Amended Plan.

**ANY AND ALL PRIOR STOCK ELECTIONS OR
EXCHANGE ELECTIONS WILL BE DISREGARDED.**

b. *Limitation on Runoff Notes Elections*

As discussed in more detail in Section 31.14 of the Seventh Amended Plan, in the event that elections to receive Runoff Notes are made in an aggregate original principal amount greater than \$140,000,000.00, such elections shall be reduced pro rata such that the aggregate original principal amount elected is equal to \$140,000,000; provided, however, that, in the event that, (i) elections to receive Runoff Notes are made in an aggregate original principal amount equal to or greater than \$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 (which is \$10,000,000.00) such elections to receive Runoff Notes shall be reduced pro rata by an amount necessary to permit the Reorganized Common Stock Elections contemplated by Section 31.1(d) of the Seventh Amended Plan to occur.

3. Solicitation of Reorganized Common Stock Election

a. *Holders of Claims in Classes 2, 3, 12, 14, 15, and 16 as well as holders of Disputed Claims and Dime Warrants in Class 21, on a Contingent Basis, Who Made the Runoff Notes Election (or Receive Runoff Notes by Default) Are Entitled to Make the Reorganized Common Stock Election*

On the applicable Ballots or, with respect to holders of Dime Warrants in Class 21 and Disputed Claims in Class 12 which are not permitted to vote on the Seventh Amended Plan, on Election Forms sent to such holders, the Debtors will solicit the Reorganized Common Stock Election from holders of Claims and Equity Interests in the following Classes who made the Runoff Notes Election or may receive Runoff Notes by default:

Class	Description
Class 2	Senior Notes Claims
Class 3	Senior Subordinated Notes Claims
Class 12	Allowed General Unsecured Claims and Disputed Claims ⁷⁹
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 16	PIERS Claims
Class 21	Dime Warrants ⁸⁰

⁷⁸ Runoff Notes Elections are being solicited from holders of Dime Warrants in Class 21 on a contingent basis, and will be honored only to the extent it is determined, pursuant to a Final Order issued in the Dime Warrant Litigation Action, that such holders actually hold Allowed General Unsecured Claims in Class 12 and are otherwise entitled to a distribution pursuant to the Seventh Amended Plan.

⁷⁹ Reorganized Common Stock Elections are being solicited from holders of Disputed Claims in Class 12 on a contingent basis, and will be honored only to the extent it is determined that such holders hold Allowed General Unsecured Claims and are otherwise entitled to a distribution pursuant to the Seventh Amended Plan.

⁸⁰ Reorganized Common Stock Elections are being solicited from holders of Dime Warrants in Class 21 on a contingent basis, and will be honored only to the extent it is determined, pursuant to a Final Order issued in the

**ANY AND ALL PRIOR STOCK ELECTIONS OR EXCHANGE
ELECTIONS WILL BE DISREGARDED.**

b. Limitation on Reorganized Common Stock Elections

Pursuant to the Seventh Amended Plan, only the Common Stock Allotment (i.e., 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) will be distributed to holders of Claims that are eligible to and elect to participate in the Reorganized Common Stock Election. Therefore, as discussed in more detail in Section 31.14 of the Seventh Amended Plan, 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 (which is \$10,000,000), 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.

4. Voting and Election Procedures

Voting and election procedures and requirements are explained in greater detail on the Ballots and Election Forms, as well as in the Disclosure Statement Order.

THE RECORD DATE FOR DETERMINING THE HOLDERS OF JPMC RABBI TRUST/POLICY CLAIMS (CLASS 5), OTHER BENEFIT PLAN CLAIMS (CLASS 6), WMB VENDOR CLAIMS (CLASS 8), VISA CLAIMS (CLASS 9), BOND CLAIMS (CLASS 10), WMI VENDOR CLAIMS (CLASS 11), GENERAL UNSECURED CLAIMS (CLASS 12), LATE-FILED CLAIMS (CLASS 12A), CONVENIENCE CLAIMS (CLASS 13), AND SUBORDINATED CLAIMS (CLASS 18) THAT MAY VOTE ON AND, TO THE EXTENT APPLICABLE, MAKE ELECTIONS WITH RESPECT TO, THE SEVENTH AMENDED PLAN, AS WELL AS FOR DETERMINING THE HOLDERS OF DISPUTED CLAIMS IN CLASS 12 AND CLASS 12A ENTITLED TO MAKE CONTINGENT ELECTIONS WITH RESPECT TO THE SEVENTH AMENDED PLAN, AS APPLICABLE, IS **JANUARY 6, 2012 (THE “GENERAL RECORD DATE”)**.

THE RECORD DATE FOR DETERMINING THE HOLDERS OF SENIOR NOTES CLAIMS (CLASS 2), SENIOR SUBORDINATED NOTES CLAIMS (CLASS 3), CCB-1 GUARANTEES CLAIMS (CLASS 14), CCB-2 GUARANTEES CLAIMS (CLASS 15), PIERS CLAIMS (CLASS 16), PREFERRED EQUITY INTERESTS (CLASS 19), DIME WARRANTS (CLASS 21) AND COMMON EQUITY INTERESTS (CLASS 22) THAT MAY, TO THE EXTENT APPLICABLE, VOTE ON AND, TO THE EXTENT APPLICABLE, MAKE ELECTIONS OR CONTINGENT ELECTIONS WITH RESPECT TO, THE SEVENTH AMENDED PLAN IS THE SAME DATE AS THE **VOTING AND ELECTION DEADLINE**⁸¹ (as defined below).

Dime Warrant Litigation, that such holders actually hold Allowed General Unsecured Claims in Class 12 and are otherwise entitled to a distribution pursuant to the Seventh Amended Plan.

⁸¹ If a security holder in any of these Classes, or its Voting Nominee on its behalf, submits its vote and/or elections to the Voting Agent prior to the Voting and Election Deadline, because such holder's securities will be "frozen" in the appropriate election account with trading restrictions (and any transfer of such positions will not be recognized by the Debtors), effectively, such holder will still be the holder of record as of the Voting and Election Deadline.

The Debtors believe that prompt confirmation and implementation of the Seventh Amended Plan is in the best interests of the Debtors, all holders of Claims and Equity Interests, and the Debtors' chapter 11 estates. **THE DEBTORS RECOMMEND THAT HOLDERS OF CLAIMS AND EQUITY INTERESTS IN ALL SOLICITED CLASSES VOTE TO ACCEPT THE SEVENTH AMENDED PLAN.**

TO BE COUNTED, BALLOTS AND ELECTION FORMS MUST BE RECEIVED NO LATER THAN 5:00 P.M. (PACIFIC TIME) ON FEBRUARY 9, 2012 (THE "VOTING AND ELECTION DEADLINE").⁸² ANY EXECUTED BALLOT THAT IS TIMELY RECEIVED BUT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE SEVENTH AMENDED PLAN OR INDICATES BOTH AN ACCEPTANCE AND REJECTION OF THE SEVENTH AMENDED PLAN SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE OF THE SEVENTH AMENDED PLAN.

If you must return your Ballot or Election Form, as applicable, to your bank, broker, agent, or nominee, then you must return such Ballot or Election Form to such bank, broker, agent, or nominee in sufficient time for them to process such Ballot or Election Form and return it to the Voting Agent before the Voting and Election Deadline. Your Ballot or Election Form, as applicable, will not be counted if received after this deadline.

DO NOT RETURN YOUR SECURITIES OR ANY OTHER DOCUMENTS (ASIDE FROM ANY TAX-RELATED FORMS) WITH YOUR BALLOT OR ELECTION FORM.

It is important that holders of Claims and Equity Interests exercise their right to vote to accept or reject the Seventh Amended Plan. **Even if you do not vote to accept the Seventh Amended Plan, you may be bound by it, if, among other things, it is accepted by the requisite holders of Claims and/or Equity Interests.** The amount and number of votes required for confirmation of the Seventh Amended Plan are computed, in part, on the basis of the total amount of Claims actually voting to accept or reject the Seventh Amended Plan.

Your Claims or Equity Interests may be classified in multiple Classes, in which case you will receive a separate Ballot and/or Election Form for each Class of Claim or Equity Interest. For detailed voting and election instructions, and the names and addresses of the persons you may contact if you have questions regarding the voting and election procedures, refer to your Ballot or Election Form, as applicable.

5. Notice to Holders of Publicly Traded Securities

To ensure accurate identification of the Entities entitled to receive distributions pursuant to the Seventh Amended Plan, if any, on account of any publicly-traded securities underlying Claims and

⁸² In accordance with that certain *Order Regarding Notice Pursuant to Bankruptcy Rule 7023 and Federal Rule of Civil Procedure 23(e)*, dated January 11, 2012 and that certain *Summary Notice of (I) Pendency of Class Action and Proposed Settlement, and (II) Settlement Fairness Hearing*, dated January 12, 2012, the Voting and Election Deadline is February 29, 2012 at 5:00 p.m. (Pacific Time) for holders of Dime Warrants in Class 21 only. Additionally, as set forth in greater detail in the Disclosure Statement Order, with regards to only holders of Preferred Equity Interests and Common Equity Interests in Classes 19 and 22, respectively, that fail to return their Ballots prior to the Voting and Election Deadline, such holders may still grant the Non-Debtor Release Election by returning their Ballot prior to the Equity Release Election Date, which has been set as February 28, 2012 at 5:00 p.m. (Pacific Time) (or a later date as agreed to by the Debtors and the Equity Committee or otherwise ordered by the Court).

Equity Interests in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 19 (Preferred Equity Interests), Class 21 (Dime Warrants), and Class 22 (Common Equity Interests), and to ensure that any and all elections made by any holder of record of such securities as of the Voting and Election Deadline can be matched with such holders' securities as of such date, the following procedures will apply:

If you hold a Claim or Equity Interest in Classes 2, 3, 14, 15, 16, 19, 21, or 22, and on your Ballot or Election Form, as applicable, you make one or more elections—either to opt in or to opt out of the Non-Debtor Release Provision, to receive Reorganized Common Stock, or to receive Runoff Notes—then the Voting Nominee holding your Senior Notes, Senior Subordinated Notes, CCB-1 Preferred Securities, CCB-2 Preferred Securities, PIERS Preferred Securities, Preferred Equity Interests, Dime Warrants, or Common Equity Interests (collectively, the “Securities”), as applicable, must “tender” such Securities into the appropriate election account established at DTC or instruct Euroclear or Clearstream to “block” such Securities, as applicable, including if you elect to receive Runoff Notes and Reorganized Common Stock. **Failure by any holder of a Claim or Equity Interest in such Classes to tender or block the Securities held by such holder will render such holders' elections ineffective.**

Additionally, if you hold a Claim or Equity Interest in Classes 2, 3, 14, 15, 16, 19, or 22, regardless of whether or not you opt out of the Non-Debtor Release Provision on your Ballot, as applicable, then the Voting Nominee holding your Securities must tender such Securities into the appropriate election account with respect to the Non-Debtor Release Provision, or block such Securities, as applicable.

To make a Runoff Notes or Reorganized Common Stock Election, the Voting Nominee holding your Securities must tender your Securities into the appropriate election account established at DTC for this purpose or instruct Euroclear or Clearstream to block such Securities, as applicable. If you opt out of the Non-Debtor Release Provision, you are NOT eligible to make a Runoff Notes or Reorganized Common Stock Election, as you are not eligible to receive any distribution pursuant to the Seventh Amended Plan. Notwithstanding the foregoing, except with respect to holders of Dime Warrants in Class 21 who do not elect by the Voting and Election Deadline to either opt in to or opt out of the Non-Debtor Release Provision, by electing to participate in the Runoff Notes Election or Reorganized Common Stock Election and by directing your Voting Nominee to tender or block your Securities, you will have manifested your affirmative consent to grant the releases set forth in the Non-Debtor Release Provision and will receive your distribution, and the affirmative consent from such Runoff Notes Election or Reorganized Common Stock Election will override any decision to the contrary to opt out of the Non-Debtor Release Provision.

Securities may NOT be withdrawn from any DTC election account or unblocked after the applicable Voting Nominee has either tendered them to the election account at DTC or instructed Euroclear or Clearstream to block such Securities. Once the Securities have been tendered or blocked, NO further trading will be permitted in the Securities. Similarly, registered holders of Claims or Equity Interests in Classes 14, 15, 21, and 22, who do not hold their securities through DTC or Voting Nominees, who have made elections—either to opt in or to opt out of the Non-Debtor Release Provision, to receive Reorganized Common Stock, or to receive Runoff Notes—will be prohibited from transferring such securities. If the Seventh Amended Plan is not confirmed, DTC will, in accordance with its customary practices and procedures, return all Securities held in the election account to the applicable Voting Nominee for credit to the account of the applicable beneficial holder. In addition, Euroclear and Clearstream will, in accordance with their customary practices and procedures, unblock all blocked Securities.

If your Voting Nominee does not either tender your Securities or, if applicable, request that they be blocked, any Runoff Notes Election or Reorganized Common Stock Election made by you will not be honored, you will not be entitled to receive a distribution pursuant to the Seventh Amended Plan on the Effective Date, and you shall be treated in accordance with Section 31.6(c) of the Seventh Amended Plan.

**XII.
CONFIRMATION OF THE SEVENTH AMENDED PLAN**

A. The Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold a Confirmation Hearing. The Confirmation Hearing with respect to the Seventh Amended Plan has been scheduled for February 16, 2012, commencing at 9:30 a.m. (Eastern Time), before the Honorable Mary F. Walrath, United States Bankruptcy Judge, at the United States Bankruptcy Court, 5th Floor, 824 North Market Street, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

B. Objections To Confirmation

Section 1128 of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Seventh Amended Plan must be in writing, must conform to the Bankruptcy Rules and the Local Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or interests held or asserted by the objector against the Debtors' estate or property, the basis for the objection and the specific grounds therefore, and must be filed with the Bankruptcy Court, with a copy to Chambers, together with proof of service thereof, and served upon: (i) Washington Mutual, Inc. 1201 Third Avenue, Suite 3000, Seattle, Washington 98101 (Attn: Charles Edward Smith, Esq.), on behalf of the Debtors; (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Jane Leamy, Esq.); (iii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors; (iv) Richards Layton & Finger P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors; (v) Quinn Emanuel Urquhart & Sullivan, LLP, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as special litigation and conflicts counsel to the Debtors; (vi) Elliott Greenleaf, 1105 Market Street, Suite 1700, Wilmington, Delaware 19801 (Attn: Neil R. Lapinski, Esq.), as conflicts co-counsel to the Debtors; (vii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee; (viii) Pepper Hamilton LLP, Hercules Plaza Ste 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee; (ix) Susman Godfrey, L.L.P., 1201 Third Avenue, Suite 3800, Seattle, Washington 98101 (Attn: Edgar G. Sargent, Esq.), as counsel to the Equity Committee; (x) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as co-counsel to the Equity Committee; (xi) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, 10004 (Attn: Robert A. Sacks, Esq.), as counsel to JPMC; (xii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, P.O. Box 2087, Wilmington, Delaware 19899 (Attn: Adam G. Landis, Esq.), as co-counsel to JPMC; (xiii) DLA Piper US LLP, 1251 Avenue of the Americas, New York, New York 10020 (Attn: Thomas Califano), as counsel to the FDIC; and (xiv) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware

19801 (Attn: M. Blake Cleary, Esq.), as co-counsel to the FDIC, so as to be received no later than February 7, 2012 at 4:00 p.m. (Eastern Time).

Objections to confirmation of the Seventh Amended Plan are governed by Bankruptcy Rule 9014.

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements For Confirmation Of The Seventh Amended Plan

1. Requirements of Section 1129(a) of the Bankruptcy Code

a. General Requirements.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the following confirmation requirements specified in section 1129 of the Bankruptcy Code have been satisfied:

- (a) The Seventh Amended Plan complies with the applicable provisions of the Bankruptcy Code.
- (b) The Debtors have complied with the applicable provisions of the Bankruptcy Code.
- (c) The Seventh Amended Plan has been proposed in good faith and not by any means forbidden by law.
- (d) Any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Seventh Amended Plan, for services or for costs and expenses in or in connection with these chapter 11 cases, or in connection with the Seventh Amended Plan and incident to the chapter 11 cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Seventh Amended Plan is reasonable, or if such payment is to be fixed after confirmation of the Seventh Amended Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.
- (e) The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Seventh Amended Plan, as a director or officer of the Reorganized Debtors, an affiliate of the Debtors participating in a Plan with the Debtors, or a successor to the Debtors under the Seventh Amended Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of Creditors and equity security holders and with public policy, and the Debtors have disclosed the identity of any insider that will be employed or retained by the Reorganized Debtors, and the nature of any compensation for such insider.
- (f) With respect to each class of Claims or interests, each holder of an impaired Claim or impaired interest either has accepted the Seventh Amended Plan or will receive or retain under the Seventh Amended Plan on account of such holder's Claim or interest, property of a value, as of the Effective Date of the Seventh Amended Plan, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date of the Seventh Amended Plan under chapter 7 of the Bankruptcy Code. See the discussion of the "Best Interests Test" set forth in Section XII.C.1.b below.

- (g) Except to the extent the Seventh Amended Plan meets the requirements of Section 1129(b) of the Bankruptcy Code (discussed below), each class of Claims or Equity Interests has either accepted the Seventh Amended Plan or is not impaired under the Seventh Amended Plan.
- (h) Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Seventh Amended Plan provides that administrative expenses and priority Claims, other than priority tax Claims, will be paid in full on the Effective Date and that priority tax Claims will receive on account of such Claims deferred cash payments, over a period not exceeding five years after the Petition Date, of a value, as of the Effective Date of the Seventh Amended Plan, equal to the allowed amount of such Claims.
- (i) At least one class of impaired Claims has accepted the Seventh Amended Plan, determined without including any acceptance of the Seventh Amended Plan by any insider holding a Claim in such class.
- (j) Confirmation of the Seventh Amended Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Seventh Amended Plan. See the discussion of "Feasibility" below.
- (k) All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Seventh Amended Plan provides for the payment of all such fees on the Effective Date of the Seventh Amended Plan.
- (l) The Seventh Amended Plan provides for the continuation after the Effective Date of payment of all "retiree benefits" (as defined in section 1114 of the Bankruptcy Code), at the level established pursuant to section 1114(e)(1)(B) or 1114(g) of the Bankruptcy Code, at any time prior to confirmation of the Seventh Amended Plan, for the duration of the period the Debtors have obligated themselves to provide such benefits, if any.

b. Best Interests Test

Pursuant to Section 1129(a)(7) of the Bankruptcy Code (often called the "Best Interests Test"), holders of Allowed Claims and Interests must either (a) accept the Seventh Amended Plan or (b) receive or retain under the Seventh Amended Plan property of a value, as of the Seventh Amended Plan's assumed Effective Date (*i.e.*, February 29, 2012), that is not less than the value such non-accepting holder would receive or retain if the Debtors were to be liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to members of each impaired Class of Claims and Equity Interests if the Debtors were liquidated pursuant to chapter 7 of the Bankruptcy Code, it is necessary to determine the aggregate dollar amount that would be generated from the disposition of the Debtors' assets in such a scenario. This "liquidation value" would consist primarily of the proceeds from liquidating the Debtors' assets by a chapter 7 trustee. The amount of liquidation value available to Creditors would be reduced by the amount of any Claims secured by such assets, the costs and expenses of liquidation, as well as by other administrative expenses and priority Claims that may result from the use of chapter 7 for the purposes of liquidation.

The costs of liquidation of the Debtors under chapter 7 of the Bankruptcy Code would include the compensation of a chapter 7 trustee, compensation of counsel and other professionals retained by the trustee, asset disposition expenses, unpaid expenses incurred by the Debtors in the Chapter 11 Cases (such as compensation for attorneys, financial advisors, and other professionals, and costs and expenses of members of any statutory committees appointed by the United States Trustee pursuant to

section 1102 of the Bankruptcy Code) that are allowed in the chapter 7 cases, litigation costs and Claims arising from the operations of the Debtors during the pendency of the chapter 11 cases.

The foregoing types of Claims, costs, expenses, fees and such other Claims that may arise in a liquidation case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition priority and unsecured Claims. Under the absolute priority rule, in a chapter 7 liquidation, no junior Creditor would receive any distribution until all senior Creditors are paid in full, with interest, and no Equity Interest holder receives any distribution until all Creditors are paid in full, with interest.

A conversion of the Debtors' Chapter 11 Cases to chapter 7 cases will likely result in the delay of the consummation of the Global Settlement Agreement while the chapter 7 trustee and its professionals review the Debtors' major assets and the terms of the agreement. In addition, the recoveries that the Debtors would receive from the expeditious liquidation of WMMRC are likely to be substantially less than the anticipated recovery to be generated if the Debtors retain ownership of WMMRC and reorganize around that entity. While the financial markets have improved since the period immediately following the Petition Date, in the Debtors' business judgment, the liquidation of WMMRC under the current market conditions would result in the Debtors' taking a substantial discount on the value of that asset.

The disclosure statement used in connection with the Sixth Amended Plan [Docket No. 5659] contained a liquidation analysis (the "Prior Liquidation Analysis")⁸³ that assumed that a chapter 7 trustee would approve and consummate the Global Settlement Agreement on the same terms and conditions as agreed to by the Debtors, but noted that the effects that a conversion to a chapter 7 liquidation would reduce the ultimate proceeds available for distribution to certain stakeholders. Such effects of conversion to a chapter 7 include (i) the additional costs and expenses arising from fees payable to a chapter 7 trustee and its professional advisors, who would require significant time to become familiar with the many complex legal and factual issues in the Debtors' bankruptcy cases, and (ii) the erosion in value of assets in a chapter 7 liquidation resulting from the "forced sale" atmosphere that would prevail. In light of such effects, the Debtors determined, in connection with their Prior Liquidation Analysis, that confirmation of the Sixth Amended Plan would have provided their stakeholders with either an equivalent or greater recovery than such stakeholders would receive if the Debtors were liquidated pursuant to chapter 7 of the Bankruptcy Code on the same date as the assumed Effective Date.

There can be no assurance, however, that a global settlement agreement with JPMC and the FDIC would be reached in a chapter 7 case, or that the terms of any such agreement would be as favorable to the Debtors as those set forth in the Global Settlement Agreement. (See January Opinion at 95-96.) As the Bankruptcy Court noted in the January Opinion, without the Global Settlement Agreement, an additional \$54 billion in Claims would have to be considered. (See *id.*) The Bankruptcy Court has concluded that, in a scenario where no global settlement agreement is consummated, the chapter 7 liquidation recoveries for holders of Allowed Claims and Equity Interests would be less than the recoveries that are projected assuming consummation of the transactions contemplated in the Seventh Amended Plan. (See *id.*) The Bankruptcy Court's rationale from the January Opinion applies equally to the Seventh Amended Plan, which is premised on the Global Settlement Agreement.

The Debtors have determined that, as a result of the passage of time and modification of their plan of reorganization since the Debtors filed the disclosure statement for the Sixth Amended Plan,

⁸³ Subsequently, the Debtors filed updated versions of the Prior Liquidation Analysis [D.I. 7081; D.I. 7430; D.I. 8105].

certain aspects of the Prior Liquidation Analysis must be updated. In this Section XII.C.1.b of the Disclosure Statement, the Debtors state certain results of their updated analysis (the “Updated Liquidation Analysis”), which is attached hereto in its entirety as Exhibit C.⁸⁴ Reference should be made to the Updated Liquidation Analysis for a complete discussion and presentation thereof. Projected recoveries for each Class of Claims and Equity Interests is also set forth above, in Section III.B.6.e hereof.

Underlying the Updated Liquidation Analysis is a number of estimates and assumptions that, although developed and considered reasonable by the Debtors’ management, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Updated Liquidation Analysis is also based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, the values reflected might not be realized if the Debtors were, in fact, to undergo such a liquidation.

It is now assumed that the Debtors will not emerge from bankruptcy until February 29, 2012. As with the Prior Liquidation Analysis, the Updated Liquidation Analysis continues to assume that net proceeds available for distribution to stakeholders is greater pursuant to the Seventh Amended Plan than would be available in a chapter 7 liquidation due to the additional expenses that would result from a conversion to a chapter 7, set forth in (i) and (ii) above. Specifically, the Debtors project that the net proceeds available for distribution pursuant to the Seventh Amended Plan will be approximately \$7.378 billion. Similar to the Prior Liquidation Analysis, the Debtors believe that conversion to a chapter 7 case would result in (i) approximately \$77 million of expenses associated with an assumed five-month delay that would occur while a chapter 7 trustee is appointed and the trustee and its professionals become familiar with the many complex issues in the Debtors’ cases, as well as with compensation for the chapter 7 trustee (see footnote (f) to the Updated Liquidation Analysis), and (ii) a reduction in the value of Reorganized WMI from the \$210 million value determined by the Bankruptcy Court pursuant to the September Opinion, to \$50 million, as a result of a “fire-sale” transaction (see footnote (b) to the Updated Liquidation Analysis). Accordingly, the net proceeds available for distribution in a chapter 7 scenario is only \$7.141 billion.

In a chapter 7 scenario, the Debtors estimate zero percent (0%) recovery for (i) holders of Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims, (ii) holders of Allowed PIERS Claims, (iii) holders of Allowed Subordinated Claims, and (iv) all Equity Interest holders. In contrast, the Debtors estimate that, pursuant to the Seventh Amended Plan, (i) holders of Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims will recover one hundred (100%) of such holders’ Allowed Claims and Intercreditor Interest Claims, (ii) holders of Allowed PIERS Claims will recover eleven percent (11%) of such holders’ combined Allowed PIERS Claims and Postpetition Interest Claims, and (iii) that the Reorganized Common Stock will be distributed to holders of Equity Interests pursuant to the proposed allocation set forth in the Seventh Amended Plan or as otherwise determined by the Bankruptcy Court.⁸⁵ All other holders of Allowed Claims (excluding Subordinated Claims in Class

⁸⁴ Consistent with the September Opinion, the Debtors have assumed a federal judgment rate of interest of 1.95%, compounded annually, which is the weekly average one-year constant maturity Treasury yield as of the Petition Date—September 26, 2008.

⁸⁵ The Updated Liquidation Analysis refers to \$145 million of “Value to More Junior Stakeholders.” Pursuant to the Seventh Amended Plan, Reorganized Common Stock will be distributed to holders of Equity Interests in accordance with the proposed allocation set forth therein, or as otherwise determined by the Bankruptcy Court. The \$145 million figure represents the sum of (i) \$210 million, representing the Bankruptcy Court’s valuation of Reorganized WMI pursuant to the September Opinion, less \$140 million, representing the Runoff Notes to be issued by Reorganized WMI in the aggregate original principal amount of \$140 million, plus (ii) the Senior Notes Release Consideration and Senior Subordinated Notes Release Consideration, in the aggregate total amount of \$75 million.

18) are estimated to receive a one hundred percent (100%) recovery with respect to such holders' prepetition Allowed Claims, both pursuant to the Seventh Amended Plan and in a chapter 7 scenario. With respect to Claims for interest, the Debtors estimate that holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, and Allowed General Unsecured Claims will fare better pursuant to the Seventh Amended Plan than in a chapter 7 liquidation, as set forth in more detail in the Updated Liquidation Analysis. Indeed, the Debtors estimate that even after the Senior Notes Release Consideration and Senior Subordinated Notes Release Consideration are taken into account, holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims fare the same or better pursuant to the Seventh Amended Plan than they would in a chapter 7 liquidation. Specifically, the Debtors estimate that holders of Allowed Senior Notes Claims on account of Fixed Rate Notes will recover a total of approximately ninety-nine percent (99%) of the combined amount of such holders' Allowed Senior Notes Claims and Intercreditor Interest Claims both pursuant to the Seventh Amended Plan and in a chapter 7 scenario, while the Debtors estimate that holders of Allowed Senior Notes Claims on account of Floating Rate Notes will recover a total of approximately ninety-six percent (96%) of the combined amount of such holders' Allowed Senior Notes Claims and Postpetition Interest Claims both pursuant to the Seventh Amended Plan and in a chapter 7 scenario. The Debtors further estimate that holders of Allowed Senior Subordinated Notes Claims will recover approximately ninety-eight percent (98%) of the combined amount of such holders' Allowed Senior Subordinated Notes Claims and Intercreditor Interest Claims pursuant to the Seventh Amended Plan, versus approximately ninety-six percent (96%) in a chapter 7 scenario, on account of the same Claims. The Updated Liquidation Analysis thus shows that there are no holders of Allowed Claims or Equity Interests that would have a greater recovery in a chapter 7 liquidation than they will pursuant to the Seventh Amended Plan. For this reason, as well as for the reasons stated by the Bankruptcy Court in the January Opinion, the Seventh Amended Plan continues to meet the Best Interest Test.

c. Feasibility.

Section 1129(a)(11) of the Bankruptcy Code provides that a chapter 11 plan may be confirmed only if the bankruptcy court finds that the Seventh Amended Plan is feasible. A feasible plan is one which will not lead to a need for further reorganization or liquidation of the debtor, unless the Seventh Amended Plan contemplates such liquidation. In the context of a liquidating plan, feasibility is established by demonstrating the debtor's ability to satisfy the conditions precedent to the Effective Date and otherwise have sufficient funds to meet its post-Confirmation Date obligations to pay for the costs of administering and fully consummating the Seventh Amended Plan and closing the chapter 11 case. Notably, there is no requirement that such payments will be guaranteed.

2. Requirements of Section 1129(b) of the Bankruptcy Code

In the event that any impaired Class of Claims or Interests does not accept, or is deemed to reject, the Seventh Amended Plan, the Bankruptcy Court may still confirm the Seventh Amended Plan at the request of the Debtors if, as to each impaired Class of Claims or Interests which has not accepted the Seventh Amended Plan, the Seventh Amended Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class of Claims or Equity Interests.

The "unfair discrimination" test applies to Classes of Claims or Equity Interests that are of equal priority and are receiving different treatment under the Seventh Amended Plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of Claims or interests receives more than it legally is entitled to receive for its Claims or Equity Interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair."

The “fair and equitable” test applies to Classes of different priority and status (e.g., secured versus unsecured) and includes the general requirement that no Class of Claims receive more than 100% of the allowed amount of the Claims in such Class. As to dissenting Classes, the test sets different standards, depending on the type of Claims or Equity Interests in such class:

(i) Unsecured Creditors

Either (i) each holder of an impaired unsecured Allowed Claim receives or retains under the Seventh Amended Plan property of a value equal to the amount of its Allowed Claim, or (ii) the holders of Claims and Equity Interests that are junior to the Claims of the dissenting class will not receive any property pursuant to the Seventh Amended Plan on account of such junior Claim or Equity Interest. The Seventh Amended Plan’s provision for distribution of Reorganized Common Stock to Releasing Equity Interest Holders does not violate the “fair and equitable” test because such distributions are made to Releasing Equity Interest Holders on account of their respective releases of holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims and Allowed PIERS Claims.

(ii) Equity Interests

With respect to a Class of Equity Interests, either (i) the Seventh Amended Plan provides that each holder of an Equity Interest of such Class receive or retain on account of such Equity Interest property of a value, as of the Effective Date, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such Equity Interest, or (ii) the holder of any Equity Interest that is junior to the Equity Interests of the dissenting Class will not receive or retain any property under the Seventh Amended Plan on account of such junior Equity Interest. The Seventh Amended Plan provides that the Reorganized Common Stock will be allocated seventy percent (70%) to those Preferred Equity Interest Holders that are Releasing Equity Interest Holders, and thirty percent (30%) to holders of WMI’s common stock (*i.e.*, the holders of Dime Warrants (to the extent determined pursuant to a Final Order to hold Equity Interests or Claims subordinated to the level of Equity Interests, or to the extent set forth in the LTW Stipulation, if such stipulation is approved by the Bankruptcy Court) and Common Equity Interests) that are Releasing Equity Interest Holders, or as otherwise allocated by the Bankruptcy Court.

These requirements are in addition to other requirements established by case law interpreting the statutory requirements.

The Debtors believe the Seventh Amended Plan satisfies both the “no unfair discrimination” requirement and the “fair and equitable” requirement.

**XIII.
ALTERNATIVES TO THE
SEVENTH AMENDED PLAN**

The Debtors have evaluated several alternatives to the Seventh Amended Plan, including liquidation under chapter 7 of the Bankruptcy Code. After studying these alternatives, the Debtors have concluded that the Seventh Amended Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Seventh Amended Plan. If the Seventh Amended Plan is not confirmed and consummated, the alternatives to the Seventh Amended Plan are (i) liquidation of the Debtors pursuant to chapter 7 of the Bankruptcy Code and (ii) an alternative chapter 11 plan.

A. Liquidation Under Chapter 7

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their Creditors in accordance with the priorities established by the Bankruptcy Code. A discussion of the effect that a chapter 7 liquidation would have on the recovery of holders of Allowed Claims and interests is set forth in Section XII.C.1.b hereof.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to Creditors than those provided for in the Seventh Amended Plan because of the delay resulting from the conversion of the cases and the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of legal and other professionals who would be required to become familiar with the many complex legal and factual issues in the Debtors' bankruptcy cases.

B. Alternative Chapter 11 Plans

If the Seventh Amended Plan is not confirmed, the Debtors (or, because the Debtors' exclusive period in which to file a chapter 11 plan expired on March 26, 2010, any other party in interest) could attempt to formulate a different chapter 11 plan. Such a plan might involve either a reorganization and continuation of the Debtors' business or an orderly liquidation under chapter 11, which would include the reconciliation of pending Claims and the prosecution of all outstanding litigation against the Debtors. With respect to an alternative plan, the Debtors have explored various alternatives in connection with the formulation and development of the Seventh Amended Plan. The Debtors believe that the Seventh Amended Plan, as described herein, which embodies the Global Settlement Agreement, enables all stakeholders to realize the most value under the circumstances and is in the best interests of their estates and all stakeholders. Accordingly, the Debtors believe that any alternative chapter 11 plan is a much less attractive alternative for their estates and Creditors.

**XIV.
CONCLUSION**

The Debtors believe the Seventh Amended Plan is in the best interests of all stakeholders and urge the holders of impaired Claims in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 5 (JPMC/Rabbi Trust/Policy Claims), Class 6 (Other Benefit Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), Class 12 (General Unsecured Claims), Class 12A (Late-Filed Claims), Class 13 (Convenience Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 17A (WMB Senior Notes Claims), Class 18 (Subordinated Claims), Class 19 (Preferred Equity Interests), and Class 22 (Common Equity Interests) to vote in favor thereof.

Dated: New York, New York
January 12, 2012

Respectfully submitted,

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

Exhibit A

Seventh Amended Plan

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

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

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

- and -

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

Dated: December 12, 2011

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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 and whose shall count, for purposes of calculating Pro Rata Share of distributions, shall be determined by dividing the amount of an Allowed Claim by the per share price of WMI common stock as of either (a) the Petition Date, (b) the close of business on the day immediately preceding the Petition Date, (c) December 12, 2011, or (3) such other date as determined by the Bankruptcy Court.

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 and whose share count, for purposes of calculating Pro Rata Share of distributions and the number of shares of Reorganized Common Stock to be reserved in the Disputed Equity Escrow, shall be determined by dividing the amount of the Claim by the per share price of WMI common stock as of either (a) the Petition Date, as if the Trigger Event, as defined in the Dime Warrant Litigation, had not occurred, (b) the close of business on the day immediately preceding the Petition Date, (c) December 12, 2011, as if the Trigger Event had not occurred, (d) the Petition Date, as if the Trigger Event had occurred, (e) December 12, 2011, as if the Trigger Event had occurred, or (f) such other date as determined by the Bankruptcy Court.

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. C09-0037 (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 Releasees 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.

1.269 **Allowed Equity Interest:** An Equity Interest in WMI, as reflected on the books and records of WMI or its duly authorized agents and 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 an Equity Interest in WMI as to which an objection has been interposed and such Equity Interest has been allowed in whole or in part by a Final Order.

1.270 **LTW Stipulation:** That certain Stipulation and Agreement Between the Debtors and Class Representatives of the LTW Holders Resolving Adversary Proceeding and the LTW Proofs of Claim, dated January 10, 2012.

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	Class 1	Priority Non-Tax Claims
4.2	Class 2	Senior Notes Claims
4.3	Class 3	Senior Subordinated Notes Claims
4.4	Class 4	WMI Medical Plan Claims

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

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, 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 16.1(b)(i) 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 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 16.1(b)(i) 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, 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 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 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, 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, 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 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 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, 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 (a) distributions to be made in accordance with the terms and provisions of the LTW Stipulation or (b) in the event that the compromise and settlement set forth in the LTW Stipulation is not approved by the Bankruptcy Court, thirty percent (30%) of (1) 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 (2) 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, subject to the

provisions of the LTW Stipulation and the approval thereof by the Bankruptcy Court, 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 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; 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 31.1(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, which provisions shall control over any contrary provision in the Confirmation Order, the Plan or the Global 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, (vii) Halperin Battaglia Raicht LLP and (viii) 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 on 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

Trust	Maturity Date	Security Type	Notes Issuance	Allowed Principal	Allowed Accrued Interest¹	Allowed Total Amount	Post-Petition Interest at the Federal Judgment Rate²	Post-Petition Interest Pursuant to Contractual Subordination³
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

¹ 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.

² 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.

³ 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 Interest⁴</u>	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate⁵</u>	<u>Post-Petition Interest Pursuant to Contractual Subordination⁶</u>
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

⁴ 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.

⁵ 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.

⁶ 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 lenders¹ 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.

¹ 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^{2/3}%. 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.⁵

(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

⁵ 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 (c), "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.⁶ 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

⁶ 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(I).

(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 (46th) 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 th) 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 requested⁷ 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

⁷ 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 unmaturing; 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> ⁷	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate</u> ⁸	<u>Post-Petition Interest Pursuant to Contractual Subordination</u> ⁹
5.375% Junior Subordinated Deferrable Interest Debentures						
Preferred Securities	May 1, 2041	\$756,230,623.24	\$9,443,576.39	\$765,674,199.63	\$52,438,927.92	N/A
Common Securities ¹⁰	May 1, 2041	\$23,387,254.01	\$292,052.86	\$23,679,306.87	\$1,621,730.84	N/A

⁷ 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.

⁸ 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.

⁹ Pursuant to the Opinion issued on September 13th, 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.

¹⁰ These securities are owned by WMI.

EXHIBIT E

SENIOR NOTES CLAIMS

<u>Notes Issuance</u>	<u>Maturity Date</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest</u> ¹¹	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate</u> ¹²	<u>Post-Petition Interest Pursuant to Contractual Subordination</u> ¹³
4.0% Notes	January 15, 2009	\$804,984,292.60	\$6,351,912.45	\$811,336,205.05	\$55,566,193.55	\$118,367,621.56
4.2% Notes	January 15, 2010	\$504,220,132.10	\$4,178,270.72	\$508,398,402.82	\$34,818,813.55	\$78,200,055.34
5.5% Notes	August 24, 2011	\$361,181,452.96	\$1,766,795.55	\$362,948,248.51	\$24,857,331.03	\$74,533,431.72
5.0% Notes	March 22, 2012	\$374,791,867.96	\$208,722.22	\$375,000,590.18	\$25,682,762.89	\$70,307,128.80
5.25% Notes	September 15, 2017	\$726,744,896.63	\$1,171,426.67	\$727,916,323.30	\$49,852,994.43	\$143,676,877.37
Floating Rate Notes	August 24, 2009	\$358,645,000.00	\$911,252.44	\$359,556,252.44	\$24,625,022.51	\$10,187,795.02
Floating Rate Notes	January 15, 2010	\$175,500,000.00	\$1,099,878.10	\$176,599,878.10	\$12,094,841.75	\$6,965,280.76
Floating Rate Notes	March 22, 2012	\$363,350,000.00	\$141,454.17	\$363,491,454.17	\$24,894,533.70	\$12,776,152.32
Floating Rate Notes	September 17, 2012	\$446,815,000.00	\$359,267.16	\$447,174,267.16	\$30,625,740.26	\$17,226,159.27

¹¹ 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.

¹² 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.

¹³ 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

<u>Notes Issuance</u>	<u>Maturity Date</u>	<u>Allowed Principal</u>	<u>Allowed Accrued Interest</u> ¹⁴	<u>Allowed Total Amount</u>	<u>Post-Petition Interest at the Federal Judgment Rate</u> ¹⁵	<u>Post-Petition Interest Pursuant to Contractual Subordination</u> ¹⁶
8.250% Notes	April 1, 2010	\$451,870,530.25	\$18,133,500.00	\$470,004,030.25	\$32,189,288.18	\$150,685,503.85
4.625% Notes	April 1, 2014	\$729,187,229.50	\$16,449,467.71	\$745,636,697.21	\$51,066,614.28	\$128,616,663.37
7.250% Notes	November 1, 2017	\$437,962,198.47	\$12,862,043.75	\$450,824,242.22	\$30,875,717.05	\$126,532,649.40

¹⁴ 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.

¹⁵ 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.

¹⁶ 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

Abbreviation	Full Name
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. - ODEDPC	Outside Directors' Elective Deferred Compensation Plan of H. F. Ahmanson & Company

Legacy Non-Qualified Deferred Compensation Plans - DEFINED BENEFIT

Abbreviation	Full Name
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

Abbreviation	Full Name
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

Abbreviation

H.F. Ahmanson & Co. - AHM
Supplemental
(collection of individual contracts)
H.F. Ahmanson & Co. - Individual
Contracts

Full Name

HFA AHM Supplemental - Hazel Legg

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

Abbreviation

HFA ELIP
HFA SELIP

Full Name

Executive Life Insurance Plan of H. F. Ahmanson & Company
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 ⁽¹⁾	PIERS	General Unsecured Creditors	510(b) Sub. Claims	Preferred Stock	
Recovery ⁽²⁾	Tranche 1	Prepetition Claim	Prepetition Claim	-	-	-	Pro Rata Share Based on Prepetition Claims ⁽³⁾			
	Tranche 2 ⁽⁴⁾	Intercreditor Interest Claim	Intercreditor Interest Claim	Prepetition Claim & Intercreditor Interest Claim	-	-	Pro Rata Share Based on Prepetition Claims ⁽³⁾	-	-	
							Late Filed Claims ⁽⁵⁾			
								Post-Petition Interest Claim ⁽⁶⁾		
	Tranche 3	-		-	Prepetition Claim & Intercreditor Interest Claim	-		Post-Petition Interest Claim ⁽⁶⁾	-	-
	Tranche 4	-	Remaining Postpetition Interest Claim ⁽⁷⁾	-	-	PIERS Claim			-	-
Tranche 5	-	-	-	-	-	-	-	Claims	-	
Tranche 6	-	-	-	-	-	-	-		Claims	

Notes:

- ⁽¹⁾ 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.
- ⁽²⁾ 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.
- ⁽³⁾ 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.
- ⁽⁴⁾ 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.
- ⁽⁵⁾ 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.
- ⁽⁶⁾ 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.
- ⁽⁷⁾ 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, 2010, 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-Discost 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, WMIC, 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*");

and (B) The Homeownership Carryback Threshold;

(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 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.

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*", "*WMI*", "*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

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

- 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

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

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

- 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

- 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

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
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

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
Email: 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

If to FDIC Corporate, to:

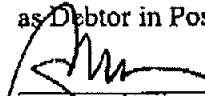
Federal Deposit Insurance Corporation
3501 Fairfax Drive
Arlington, Virginia 22226
Attention: Daniel Kurtenbach, Esq.
Telecopy: (703) 562-2465
Email: dkurtenbach@fdic.gov

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: *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: 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:

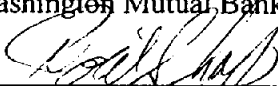
WMI INVESTMENT CORP.,
as Debtor in Possession

By: _____
Name:
Title:

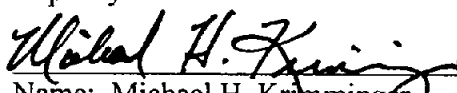
JPMORGAN CHASE BANK, N.A.

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: Alkin Corp Strauss Hauer & Feld LLP

By Name: Fred S. Hodara, A Member of the Firm
Title: Authorized Representative

EXHIBIT "A"

LIST OF JPMC CLAIMS

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</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

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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. Amsbaugh or E. Davis Trustee Elizabeth Smith Davis Revocable Trust	2621	WMI	40,000.00
Jeffrey David Peace	2630	WMI	50,000.00

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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

<u>Claimant</u>	<u>Claim No.</u>	<u>Debtor</u>	<u>Claim Amount</u>
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	1/5/01	1/5/02
1	Court Bond	5996833	1,500.00	WASHINGTON MUTUAL, INC.	MYRA G. LEE, WAYNE HARTMAN, STAN 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	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 & PATRICIA 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 TAHEREH KATOOZIAN, FREDERICO C	1/31/01	1/31/02
1	Court Bond	6100525	1,500.00	WASHINGTON MUTUAL BANK, FA	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 DEFENDANTS	2/6/01	2/6/02
1	Court Bond	6100548	1,500.00	WASHINGTON MUTUAL BANK, FAPLAINTIFF	HUGH PENDELTON, ET ALDEFENDANTS	2/6/01	2/6/02
1	Court Bond	6100576	1,500.00	WASHINGTON MUTUAL BANK, FA	HUGH PENDELTON AND DOES 1-100, INCLUSIVE	2/23/01	2/23/02
1	Court Bond	6113761	1,500.00	WASHINGTON MUTUAL, INC. PLAINTIFF(S)	JESUS MANUEL CARRENO, REINA HILDA L. CARRENO AND DOES 1-100	4/5/01	4/5/02
1	Court Bond	6113762	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	JESUS MANUEL CARRENO, REINA HILDA L. CARRENO AND DOES 1	4/5/01	4/5/02
1	Court Bond	6113763	100,000.00	WASHINGTON MUTUAL BANK, DBA WESTERN BANK - PLAINTIFF	WEST LAKE INDUSTRIES, L.L.C. & DEBRA A PADDOCK - DEFENDANTS	4/6/01	4/6/02
1	Court Bond	6113771	1,500.00	WASHINGTON MUTUAL BANK, FA	MARTHA LOVELACE, ET AL	4/18/01	4/18/02
1	Court Bond	6113772	1,500.00	WASHINGTON MUTUAL BANK, FA	MARTHA LOVELACE, ET AL JOHN D. ALLEN & MARITAL	4/18/01	4/18/02
1	Court Bond	6113795	30,000.00	WM FINANCIAL SERVICES, INC. - PLAINTIFF	COMMUNITY COMPRISED OF JOHN D.& JANE	5/10/01	5/10/02
1	Court Bond	6114429	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	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	7/25/01	7/25/02
1	Court Bond	6132170	7,500.00	WASHINGTON MUTUAL BANK, F.A.(PLAINTIFF)	R.S.S. AERO IND., ETC., ET AL (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)	FRANCISO, 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, FDDB 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	2/12/03	2/12/04
1	Court Bond	6142266	2,200.00	WASHINGTON MUTUAL BANK, FA	LENHARD P. PRESZLER, CO-TRUSTEE OF THE PRESZLER FAMILY TRUST	2/22/02	2/22/03
1	Court Bond	6142288	2,500.00	WASHINGTON MUTUAL BANK, FA	HUNTINGTON BEACH CENTERS, A CA 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 KLOKE,	4/5/02	4/5/03
1	Court Bond	6159643	2,500.00	WASHINGTON MUTUAL BANK, FA	LENHARD P. PRESZLER, CO-TRUSTEE OF THE PRESZLER FAMILY TRUST	4/10/02	4/10/03
1	Court Bond	6159644	2,500.00	WASHINGTON MUTUAL BANK, FA	LENHARD P. PRESZLER, CO-TRUSTEE OF THE PRESZLER FAMILY TRUST	4/10/02	4/10/03
1	Court Bond	6163406	7,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	HYUNG RAE KIM, ET AL - DEFENDANTS	5/1/02	5/1/03
1	Court Bond	6163407	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	ASA ARAVA, ET AL - DEFENDANTS	5/1/02	5/1/03
1	Court Bond	6166802	1,500.00	WASHINGTON MUTUAL, FA	AYNN RALPH SHAFIK	6/7/02	6/7/03
1	Court Bond	6166819	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	FRANCISCO CASA, ET AL (DEFENDANT)	6/12/02	6/12/03
1	Court Bond	6166820	1,500.00	WASHINGTON MUTUAL BANK, FA	FRANCISCO CASAS, ET AL	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	WASHINGTON MUTUAL BANK, FA PLAINTIFF	DEFENDANTS FRIDAY'S FOODLINE, INC. A CALIFORNIA CORPORATION, ET AL	2/11/03	2/11/04
1	Court Bond	6202816	16,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	IBERIA INVESTMENTS, INC. ET AL	3/12/03	3/12/04
1	Court Bond	6202878	1,500.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	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 - PLAINTIFF	RICK HEMERICK, ET AL -DEFENDANT CHRIS BROWN, AS SHERIFF OF DOUGLAS COUNTY, OREGON	6/4/03	6/4/04
1	Court Bond	6222338	2,500.00	WASHINGTON MUTUAL BANK	ROBERT G. ALLEN CO., INC. ETC, ET AL.	6/4/03	6/4/04
1	Court Bond	6222339	170,000.00	WASHINGTON MUTUAL BANK WASHINGTON MUTUAL BANK, FA - PLAINTIFF	- DEFENDANT ZIFF FAMILY MARKETS, INC. DBA: FOUR SEASONS MARKET; RONALD L. MONCKS CORNER FINANCE, INC;	6/6/03	6/6/04
1	Court Bond	6222493	10,000.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	MICHAEL J STRONG, SHERRY STRONG, RANCHO BERNARDO COMMUNITY BANK	6/25/03	6/25/04
1	Court Bond	6229567	10,000.00	WASHINGTON MUTUAL BANK, FA WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	RENO METAL PRODUCTS, INC. DBA RENO SHEET METAL CO. ETAL	7/7/03	7/7/04
1	Court Bond	6229663	1,000,000.00	WASHINGTON MUTUAL BANK, FA, ET AL (DEFENDANT)	JAMES M. DONEGAN, AN INDIVIDUAL & DOES 1 THROUGH 50 INCLUSIVE AFFORDABLE HOUSING SERVICES, INC.	8/11/03	8/11/04
1	Court Bond	6237447	100,342.00	WASHINGTON MUTUAL, FAPLAINTIFF	REBECCA B. TWIGHT, INDIVIDUALLY & AS TRUSTEE OF THE TWIGHT REBECCA B. TWIGHT, ET AL.	9/29/08	9/29/09
1	Court Bond	6241585	10,000.00	WASHINGTON MUTUAL BANK, FA	(DEFENDANT) TERRA-CAL CONSTRUCTION, INC., A CALIFORNIA CORPORATION, ET AL	10/13/03	10/13/04
1	Court Bond	6255195	10,000.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	12/23/03	12/23/04
1	Court Bond	6255288	1,500.00	WASHINGTON MUTUAL BANK, FA	INEZ HURST, ET AL	3/26/04	3/26/05
1	Court Bond	6255305	1,500.00	WASHINGTON MUTUAL BANK, FA	JINT INVESTMENT CORPORATION	4/14/04	4/14/05
1	Court Bond	6255310	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	JINT INVESTMENT CORPORATION	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. LAROCH	3/22/08	3/22/09
1	Court Bond	6342259	162,000.00	WASHINGTON MUTUAL BANK	DANIEL J. LAROCH	6/22/08	6/22/09
1	Court Bond	6361652	324,512.78	WASHINGTON MUTUAL BANK	DANIEL J. LAROCH 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	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 HOME LOANS	WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO WASHINGTON MUTUAL HOME LOANS	3/19/08	3/19/09
1	Court Bond	6525111	1,500.00	WASHINGTON MUTUAL BANK, FA	WOOLMAN OVAL HOLDINGS, INC.	3/27/08	3/27/09
1	Court Bond	6525112	1,500.00	U.S. BANK NATIONAL ASSOCIATION	CUSTOM ADVANTAGE BUILDERS, INC.	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	ERNEST W. BRUNSON	4/21/08	4/21/09
1	Court Bond	6525116	1,500.00	U.S. BANK NATIONAL ASSOCIATION	CUSTOM ADVANTAGE BUILDERS, INC.	4/21/08	4/21/09
1	Court Bond	6525117	1,500.00	WASHINGTON MUTUAL BANK	ERNEST W. BRUNSON	5/12/08	5/12/09
1	Court Bond	6525119	1,500.00	WASHINGTON MUTUAL BANK	MANUEL R. CONTRERAS	5/12/08	5/12/09
1	Court Bond	6525123	2,500.00	WASHINGTON MUTUAL	SHADOW MOUNTAIN, LLC	5/16/08	5/16/09
1	Court Bond	6525124	2,500.00	WASHINGTON MUTUAL	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525125	2,500.00	WASHINGTON MUTUAL BANK, FA	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525126	2,500.00	WASHINGTON MUTUAL BANK	RJ PROPERTY INVESTMENTS, LLC	7/9/08	7/9/09
1	Court Bond	6525127	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	WITHLACOCHEE 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	COMMERCE SERVICE CORPORATION	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	RICHIE 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	RICHIE D.=ROWSEY	STATE OF ARIZONA-DEPT. OF INSURANCE	10/27/99	10/27/00
1	License/Perm it Bond	5552378	5,000.00	RICHIE D.=ROWSEY	State of Georgia	10/27/99	10/27/00
1	License/Perm it Bond	5552379	2,500.00	RICHIE D.=ROWSEY	State of Illinois	10/27/99	10/27/00
1	License/Perm it Bond	5552380	15,000.00	RICHIE D.=ROWSEY	STATE OF NORTH CAROLINA/INSURANCE COMMISSIONER	10/27/99	10/27/00
1	License/Perm it Bond	5573000	10,000.00	RICHIE D.=ROWSEY	State of New Mexico	4/10/00	4/10/01
1	License/Perm it Bond	5587359	5,000.00	RICHIE D.=ROWSEY	STATE OF VERMONT/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Perm it Bond	5587383	5,000.00	RICHIE D.=ROWSEY	STATE OF ARKANSAS/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Perm it Bond	5587390	25,000.00	RICHIE 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 INSURANCE 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	NINAMARJEQUINTERO - 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/Permit Bond	5851198	10,000.00	JILL K.SMITH-ELY	STATE OF NEW MEXICO	11/20/08	11/20/09
1	License/Permit Bond	5880599	25,000.00	Long Beach Mortgage Company	STATE OF ARIZONA/BANKING DEPT.	3/31/06	3/31/07
1	License/Permit Bond	5880601	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Permit Bond	5880602	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Permit Bond	5880603	50,000.00	Long Beach Mortgage Company	State of Delaware	12/31/05	12/31/06
1	License/Permit 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/Permit Bond	5880606	115,000.00	Long Beach Mortgage Company	STATE OF IDAHO/DEPT. OF FINANCE	12/10/05	12/10/06
1	License/Permit 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/Permit Bond	5880608	30,000.00	Long Beach Mortgage Company	STATE OF IOWA, DIVISION OF BANKING	12/10/05	12/10/06
1	License/Permit Bond	5880609	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF CONSUMER AFFAIRS	9/30/04	9/30/06
1	License/Permit Bond	5880610	50,000.00	Long Beach Mortgage Company	STATE OF NEBRASKA, DEPARTMENT OF BANKING	3/1/06	3/1/07
1	License/Permit Bond	5880611	500,000.00	Long Beach Mortgage Company	STATE OF NEW YORK, SUPERINTENDENT OF BANKS	12/10/05	12/10/06
1	License/Permit Bond	5880612	25,000.00	Long Beach Mortgage Company	State of North Dakota	7/1/05	6/30/06
1	License/Permit Bond	5880614	80,000.00	LONG BEACH MORTGAGE COMPANY	STATE OF RHODE ISLAND	3/31/08	3/31/09
1	License/Permit Bond	5880615	350,000.00	Long Beach Mortgage Company	STATE OF VERMONT, COMMISSIONER OF BANKING	12/31/05	12/31/06
1	License/Permit Bond	5880618	300,000.00	Long Beach Mortgage Company	STATE OF NEW JERSEY, DEPT OF BANKING	12/11/05	12/11/06
1	License/Permit Bond	5880619	40,000.00	Long Beach Mortgage Company	State of Connecticut	9/30/05	9/30/06
1	License/Permit Bond	5880627	590,000.00	Long Beach Mortgage Company	State of Washington	12/31/05	12/31/06
1	License/Permit Bond	5880628	50,000.00	Long Beach Mortgage Company	State of Hawaii	12/31/05	12/31/06
1	License/Permit Bond	5880629	375,000.00	Long Beach Mortgage Company	State of Maryland	12/31/05	12/31/07
1	License/Permit Bond	5880630	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF CONSUMER AFFAIRS	9/30/04	9/30/06
1	License/Permit Bond	5895388	60,000.00	AHMANSON MORTGAGE COMPANY	STATE OF NEW JERSEY, COMMISSION OF BANKING	2/11/99	2/11/00
1	License/Permit 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/Permit Bond	5898618	20,000.00	Long Beach Mortgage Company	State of New Hampshire	12/31/06	12/31/07
1	License/Permit Bond	5898620	20,000.00	Long Beach Mortgage Company	STATE OF IDAHO - DEPT. OF FINANCE	12/10/01	12/10/02
1	License/Permit Bond	5901521	10,000.00	HOME CREST INS. SERVICES, INC.	STATE OF MARYLAND	5/28/08	5/28/09
1	License/Permit Bond	5901522	10,000.00	RICHIE D. ROWSEY	STATE OF MARYLAND/ INSURANCE ADMINISTRATION	5/28/00	5/28/01
1	License/Permit Bond	5907701	10,000.00	JILL K. SMITH-ELY	STATE OF MARYLAND	5/28/08	5/28/09
1	License/Permit Bond	5919287	14,130.00	ACD2	CITY OF CALABASAS	4/17/08	4/17/09
1	License/Permit Bond	5943147	18,000.00	Long Beach Mortgage Company	state of oklahoma	6/23/05	6/23/06
1	License/Permit Bond	5943149	50,000.00	LONG BEACH MORTGAGE COMPANY	STATE OF CALIFORNIA.	8/26/08	8/26/09
1	License/Permit Bond	5943150	25,000.00	Long Beach Mortgage Company	COMMONWEALTH OF MASSACHUSETTS / COMMISSIONER OF BANKING	9/30/05	9/30/06
1	License/Permit Bond	5943154	300,000.00	Long Beach Mortgage Company	STATE OF WISCONSIN, DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/05	12/31/06
1	License/Permit 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/Permit Bond	5943167	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	12/11/05	12/11/06
1	License/Permit 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/Permit 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/Permit 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	Oblige / Description	Effective	Expiration
1	License/Permit 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/Permit 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/Permit Bond	5946479	5,000.00	WASHINGTON MUTUAL, INC	STATE OF ALABAMA, DEPT OF REVENUE, MOTOR VEHICLE DIVISION	10/7/00	10/7/01
1	License/Permit Bond	5946492	18,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	STATE OF MISSISSIPPI, DEPT OF BANKING & CONSUMER FINANCE	12/1/03	12/1/04
1	License/Permit Bond	5946495	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/Permit Bond	5946496	100,000.00	BLAZER MORTGAGE SERVICES	STATE OF WEST VIRGINIA, ACCOUNTING DEPT.	12/31/00	12/31/01
1	License/Permit Bond	5946497	100,000.00	BLAZER FINANCIAL SERVICES, INC.	State of West Virginia	12/31/00	12/31/01
1	License/Permit Bond	5946498	75,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF DELAWARE, OFFICE OF STATE BANK COMMISSIONER	11/23/03	11/23/04
1	License/Permit Bond	5946499	25,000.00	BLAZER MORTGAGE SERVICES, INC.	NORTH CAROLINA BANKING COMMISSION	1/1/01	1/1/02
1	License/Permit Bond	5946500	25,000.00	SAFEWAY MORTGAGE COMPANY	COMMISSIONER OF BANKS FOR THE STATE OF NORTH CAROLINA	1/1/01	1/1/02
1	License/Permit Bond	5946518	7,500.00	GUY=GNIADEK	STATE OF CA CONTRACTORS LICENSE BOARD	12/28/98	12/28/99
1	License/Permit Bond	5946521	12,500.00	CARL L.HAAS	STATE OF CALIFORNIA.	1/8/08	1/8/09
1	License/Permit Bond	5946527	25,000.00	BFS ACCEPTANCE CORPORATION DBA=NATIONAL ACCEPTANCE CORP.	STATE OF RI & PROVIDENCE PLANTATIONS DEPT. OF BUSINESS REG.	3/1/02	3/1/03
1	License/Permit Bond	5946529	2,000.00	WASHINGTON MUTUAL FINANCE, INC.	CITY OF OGDEN	2/1/04	2/1/05
1	License/Permit Bond	5946530	5,000.00	CITY FINANCE COMPANY DA#68-331	STATE OF ALABAMA DEPT. OF REVENUE MOTOR VEHICLE DIVISION	3/30/02	3/30/03
1	License/Permit Bond	5946533	10,000.00	CARL A.FORMATO	COMMONWEALTH OF KENTUCKY	2/10/08	2/10/09
1	License/Permit Bond	5946534	15,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF ALASKA;DEPART. OF COMMERCE & ECONOMIC DEV.	1/14/02	1/14/03
1	License/Permit Bond	5946535	15,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS	2/12/08	2/12/09
1	License/Permit Bond	5946536	15,000.00	CARL A.FORMATO	STATE OF RHODE ISLAND	2/12/08	2/12/09
1	License/Permit Bond	5985982	10,000.00	CARL A.FORMATO	STATE OF NEW MEXICO	2/17/08	2/17/09
1	License/Permit Bond	5985986	25,000.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF CALIFORNIA, DEPARTMENT OF CORPORATIONS	4/19/04	4/19/05
1	License/Permit Bond	5986009	50,000.00	WASHINGTON MUTUAL BANK,FA	STATE OF CALIFORNIA.	6/1/08	6/1/09
1	License/Permit Bond	5986016	5,000.00	WM FINANCIAL SERVICES, INC.	STATE OF HAWAII;DEPART.OF REGULATORY AGENCIES	1/24/02	1/24/03
1	License/Permit Bond	5986017	1,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI;DEPART.OF BANKING & CONSUMER FINANCE	6/30/01	6/30/02
1	License/Permit Bond	5986029	1,000.00	BLAZER FINANCIAL SERVICES,INC. DBA WASHINGTON MUTUAL FINANCE	STATE OF ILLINOIS, DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Permit Bond	5986031	5,000.00	CARL A.=FORMATO	STATE OF LOUISIANA;COMMISSIONER OF INSURANCE	6/8/04	6/8/05
1	License/Permit Bond	5986032	10,000.00	CARL A. FORMATO	STATE OF MARYLAND	6/6/08	6/6/09
1	License/Permit Bond	5986033	1,000.00	CARL ANTHONY=FORMATO	STATE OF ARIZONA INSURANCE LICENSING SECTION	6/2/01	6/2/02
1	License/Permit Bond	5986035	5,000.00	CITY FINANCE COMPANY WASHINGTON MUTUAL	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	5/29/01	5/29/02
1	License/Permit Bond	5986040	50,000.00	INSURANCE SERVICES, INC. BLAZER FINANCIAL SERVICES INC.	STATE OF CALIFORNIA	6/17/08	6/17/09
1	License/Permit Bond	5986059	1,000.00	DBA=WASHINGTON MUTUAL FINANCE	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/00	12/31/01
1	License/Permit Bond	5986060	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/5/99	8/5/00
1	License/Permit 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/Permit Bond	5986062	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Permit Bond	5986063	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Permit Bond	5986064	5,000.00	WASHINGTON MUTUAL FINANCE,INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Permit Bond	5986065	2,000.00	WASHINGTON MUTUAL FINANCE,	STATE OF ALABAMA DEPT. OF	8/1/99	8/1/00

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Permit Bond	5986066	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	REVENUE MOTOR VEHICLE DIVISION ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/9/99	8/9/00
1	License/Permit Bond	5986068	5,000.00	WASHINGTON MUTUAL FINANCE, INC.	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/1/99	8/1/00
1	License/Permit Bond	5986069	5,000.00	CITY FINANCE COMPANY DBA WASHINGTON MUTUAL FINANCE	STATE TAX COMMISSION, BUREAU OF REVENUE	8/29/00	8/29/01
1	License/Permit Bond	5986074	5,000.00	WASHINGTON MUTUAL FINANCE	STATE TAX COMMISSION, BUREAU OF REVENUE	9/2/00	9/2/01
1	License/Permit Bond	6007276	50,000.00	Long Beach Mortgage Company	STATE OF VERMONT - COMMISSIONER OF BANKING	12/31/04	12/31/05
1	License/Permit Bond	6025920	10,000.00	BLAZER FINANCIAL SERVICES, INC.	STATE CORPORATION COMMISSION, BUREAU OF FINANCIAL INSTITUTION	6/30/01	6/30/02
1	License/Permit Bond	6025937	10,000.00	WMFS INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	12/9/07	12/9/08
1	License/Permit Bond	6025968	25,000.00	BLAZER FINANCIAL SERVICES INC.	COMMISSIONER OF CONSUMER CREDIT STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	10/15/99	12/31/01
1	License/Permit Bond	6025971	168,000.00	BLAZER FINANCIAL SERVICES INC. DBA=WASHINGTON MUTUAL FINANCE	COMMISSION OF CONSUMER CREDIT, DEPT. OF LICENSES & REGULATION	12/31/00	12/31/01
1	License/Permit Bond	6025973	108,000.00	FINANCE	12/30/00	12/30/01	
1	License/Permit Bond	6026003	2,500.00	CARL A.FORMATO	STATE OF ILLINOIS	11/8/08	11/8/09
1	License/Permit Bond	6026010	100,000.00	WASHINGTON MUTUAL FINANCE, INC. OF KANSAS	KANSAS OFFICE OF THE STATE BANK COMM., DIV. OF CONSUMER & STATE OF WA, DEPT OF MOTOR VEHICLES	11/10/03	11/10/04
1	License/Permit Bond	6026012	10,650.00	THOMAS D.=SLOSSON	11/12/99	11/12/02	
1	License/Permit Bond	6026013	89,820.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSIONER OF UTAH	11/12/99	11/12/02
1	License/Permit Bond	6037705	58,900.00	WASHINGTON MUTUAL BANK	State of Utah ALABAMA DEPT. OF REVENUE, MOTOR VEHICLE DIVISION	11/19/99	11/19/02
1	License/Permit Bond	6037706	5,000.00	INC.	STATE OF WASHINGTON, DEPARTMENT OF MOTOR VEHICLES	11/22/99	11/22/00
1	License/Permit Bond	6037717	54,000.00	HERBERT=JOHNSON	12/13/99	12/13/02	
1	License/Permit Bond	6037718	55,800.00	WASHINGTON MUTUAL, INC. BLAZER FINANCIAL SERVICES, INC.	State of Utah	12/13/99	12/13/02
1	License/Permit Bond	6037723	12,000.00	DBA WASHINGTON MUTUAL FINANCE	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01
1	License/Permit Bond	6037724	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/Permit Bond	6037725	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/Permit Bond	6037726	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/Permit Bond	6037727	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/Permit Bond	6037728	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/Permit Bond	6037729	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/Permit Bond	6037730	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/Permit Bond	6037731	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/Permit Bond	6037732	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/Permit Bond	6037733	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/Permit Bond	6037734	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/Permit Bond	6037735	12,000.00	BLAZER FINANCIAL SERVICES, INC. DBA=WASHINGTON MUTUAL FINANCE	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/99	12/31/01

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Permit Bond	6037736	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	License/Permit Bond	6037738	10,000.00	FINANCE	AHMANSON DEVELOPMENT, INC. STATE OF CALIFORNIA	12/8/07	12/8/08
1	License/Permit Bond	6037766	70,000.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSIONER OF UTAH	1/25/00	1/25/03
1	License/Permit Bond	6037777	90,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037778	47,400.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037779	52,000.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037780	50,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037781	91,790.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037782	118,206.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037783	27,700.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037784	127,168.00	WASHINGTON MUTUAL, INC. WESTERN CREDIT SERVICES	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037788	400,000.00	CO.DBA WASHINGTON MUTUAL FINANCE	WASHINGTON STATE, DIRECTOR OF DEPT OF FINANCIAL INSTITUTIONS	2/24/04	2/24/05
1	License/Permit Bond	6038625	50,000.00	Long Beach Mortgage Company	STATE OF VERMONT, COMMISSIONER OF BANKING	12/31/04	12/31/05
1	License/Permit Bond	6038632	100,000.00	LONG BEACH MORTGAGE COMPANY DBA FINANCING USA	STATE OF ARIZONA, SUPERINTENDANT OF BANKS	3/20/05	3/20/06
1	License/Permit 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/Permit 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/Permit 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/Permit 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/Permit Bond	6057015	62,000.00	BRYANT FINANCIAL CORPORATION	CITY OF SAN DIMAS	4/4/08	4/4/09
1	License/Permit 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/Permit Bond	6057026	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	4/19/06	4/19/07
1	License/Permit 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/Permit Bond	6057029	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#1-608	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Permit 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/Permit Bond	6057031	5,000.00	WASHINGTON MUTUAL FINANCE INC. DA#1-131	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	2/1/00	2/1/01
1	License/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit Bond	6057069	10,000.00	WAMU INSURANCE SERVICES, INC.	STATE OF CALIFORNIA	7/1/08	7/1/09
1	License/Permit Bond	6057074	50,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, L.L.C.	COMMONWEALTH OF VIRGINIA, STATE CORP COMM.	6/1/04	6/1/05
1	License/Permit Bond	6057079	125,000.00	BLAZER FINANCIAL SERVICES, INC. OF MIAMI DBA WASHINGTON **	STATE OF MICHIGAN, COMMISSIONER, FINANCIAL INSTITUTIONS BUR.	12/31/00	12/31/01
1	License/Permit Bond	6057080	25,000.00	WASHINGTON MUTUAL FINANCE, L.L.C.	STATE OF COLORADO, UCCC	6/1/04	6/1/05
1	License/Permit 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/Permit Bond	6057084	25,000.00	WM FINANCIAL SERVICES, INC.	STATE OF ARIZONA, CORPORATION COMMISSION	6/6/00	6/6/01
1	License/Permit 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/Permit 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/Permit 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/Permit 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/Permit Bond	6077564	50,000.00	Long Beach Mortgage Company	STATE OF WEST VIRGINIA, COMMISSIONER OF BANKING	7/20/03	7/20/04
1	License/Permit Bond	6077569	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077570	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077571	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077572	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077573	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077575	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077576	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077577	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077578	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/02	8/2/03
1	License/Permit Bond	6077579	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077580	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077581	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077583	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077584	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077585	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077586	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077587	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077588	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077589	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	ALABAMA DEPARTMENT OF REVENUE, MOTOR VEHICLE DIVISION	8/2/03	8/2/04
1	License/Permit Bond	6077593	200,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077594	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077595	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077596	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077597	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077598	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF ILLINOIS, DEPT. OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit Bond	6077599	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	ILLINOIS DEPARTMENT OF FINANCIAL INSTITUTIONS	12/31/03	12/31/04
1	License/Permit 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/Permit Bond	6077601	375,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077602	96,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077603	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077604	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077605	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077606	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	5/1/03
1	License/Permit Bond	6077607	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Permit Bond	6077608	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077609	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077610	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077611	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077612	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Permit Bond	6077613	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077614	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Permit Bond	6077615	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/01	12/31/03
1	License/Permit 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/Permit 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/Permit Bond	6077618	12,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF MARYLAND, DEPARTMENT OF LICENSING & REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077620	15,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/01	5/1/03
1	License/Permit Bond	6077621	25,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077622	25,000.00	WASHINGTON MUTUAL FINANCE OF VIRGINIA, LLC	MARYLAND COMMISSIONER OF FINANCIAL REGULATION	12/31/03	12/31/05
1	License/Permit Bond	6077626	6,320.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	8/17/00	8/17/03
1	License/Permit Bond	6077627	100,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF WEST VIRGINIA, COMMISSIONER OF BANKING	12/31/03	12/31/04
1	License/Permit Bond	6077642	30,000.00	WASHINGTON MUTUAL FINANCE, LLC	SUPERINTENDENT OF BANKING, IOWA DEPT OF COMMERCE	8/25/03	8/25/04
1	License/Permit Bond	6077643	5,000.00	WASHINGTON MUTUAL, INC.	STATE OF WISCONSIN/DEPT. OF FINANCIAL INSTITUTIONS	8/25/03	8/25/04
1	License/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit Bond	6083031	125,000.00	WASHINGTON MUTUAL, INC. DBA ARISTAR MORTGAGE CO.	State of Michigan	12/31/03	12/31/04
1	License/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit 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/Permit Bond	6083052	300,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF WISCONSIN, DEPARTMENT OF FINANCIAL INSTITUTIONS	8/25/03	8/25/04
1	License/Permit 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/Permit Bond	6083080	40,000.00	WASHINGTON MUTUAL FINANCE, LLC	State of Connecticut	10/11/03	10/11/04
1	License/Permit 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/Permit Bond	6083082	50,000.00	WASHINGTON MUTUAL FINANCE, LLC	NEBRASKA DEPARTMENT OF BANKING & FINANCE	10/11/03	10/11/04
1	License/Permit Bond	6083083	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF NEW HAMPSHIRE ATTN: BANK COMMISSIONER	12/31/03	12/31/04
1	License/Permit Bond	6083084	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	NORTH DAKOTA DEPT. OF BANKING & FINANCIAL INSTITUTIONS	7/1/04	6/30/05
1	License/Permit Bond	6083085	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	WASHINGTON MUTUAL FINANCE, LLC, A DELAWARE LLC	10/11/03	10/11/04
1	License/Permit 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/Permit Bond	6083087	25,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMMISSIONER OF BANKING, INSURANCE, SECURITIES & HEALTH ADMIN.	12/31/03	12/31/04
1	License/Permit Bond	6083088	5,000.00	WASHINGTON MUTUAL FINANCE, LLC	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	10/12/03	10/12/04
1	License/Permit 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/Permit Bond	6100523	84,642.00	WASHINGTON MUTUAL, INC.	State of Utah	1/8/01	1/8/04
1	License/Permit Bond	6100549	43,580.00	WASHINGTON MUTUAL BANK	State of Utah	2/6/01	2/6/04
1	License/Permit Bond	6100550	10,460.00	WASHINGTON MUTUAL BANK	State of Utah	2/6/01	2/6/04
1	License/Permit 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/Permit Bond	6100553	25,000.00	WASHINGTON MUTUAL FINANCIAL SERVICES, INC.	STATE OF TEXAS	2/8/08	2/8/09
1	License/Permit Bond	6100554	25,000.00	WASHINGTON MUTUAL FINANCIAL SERVICES, INC.	STATE OF TEXAS	2/8/08	2/8/09
1	License/Permit Bond	6100555	87,036.00	WASHINGTON MUTUAL BANK	State of Utah	2/8/01	2/8/04
1	License/Permit Bond	6100558	93,788.00	WASHINGTON MUTUAL, INC.	Utah State Tax Commission	2/15/01	2/15/04
1	License/Permit Bond	6100559	17,000.00	WASHINGTON MUTUAL, INC.	UTAH TAX COMMISSION	2/22/01	2/22/04
1	License/Permit Bond	6100592	83,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/13/01	3/13/04
1	License/Permit Bond	6100593	45,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/13/01	3/13/04
1	License/Permit 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/Permit Bond	6100608	68,400.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	3/28/01	3/28/04
1	License/Permit 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/Permit 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/Permit 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/Permit Bond	6114465	25,000.00	WMBFA INSURANCE AGENCY, INC.	TEXAS DEPARTMENT OF INSURANCE	6/19/08	6/19/09
1	License/Permit Bond	6126628	40,000.00	WASHINGTON MUTUAL BANK	Utah State Tax Commission	7/2/01	7/2/04
1	License/Permit Bond	6126631	35,000.00	WASHINGTON MUTUAL FINANCE OF FLORIDA, LLC	STATE OF FLORIDA, DEPT OF INSURANCE, BUREAU OF AGENT & FLORIDA DEPT OF INSURANCE, BUREAU OF AGENT & AGENCY LICENSE	7/11/03	7/11/04
1	License/Permit Bond	6126633	35,000.00	WASHINGTON MUTUAL FINANCE, LLC.	ATTORNEY GENERAL OF THE STATE OF COLORADO	7/11/03	7/11/04
1	License/Permit Bond	6126643	195,000.00	Long Beach Mortgage Company	7/24/05	7/24/06	
1	License/Permit Bond	6126681	30,000.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSION OF UTAH	8/7/01	8/7/04
1	License/Permit Bond	6126698	25,000.00	COMMONWEALTH INSURANCE SERVICES, INC.	TEXAS DEPARTMENT OF INSURANCE	7/1/02	7/1/03
1	License/Permit Bond	6126699	25,000.00	COMMONWEALTH INSURANCE SERVICES, INC.	TEXAS DEPARTMENT OF INSURANCE	7/1/02	7/1/03
1	License/Permit 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	License/Permit Bond	6132213	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	BANKING & FINANCE COMPROLLER, STATE OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132214	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	FL DEPARTMENT OF BANKING AND FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132215	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF THE STATE OF FLORIDA, DEPT. OF BANKING	9/26/03	9/26/04
1	License/Permit Bond	6132216	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF THE STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/02	9/26/03
1	License/Permit Bond	6132217	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132218	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132219	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132220	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132221	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132222	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132223	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132224	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132225	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FL, DEPT. OF BANKING & FINANCE	9/26/02	9/26/03
1	License/Permit Bond	6132226	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	STATE OF FL, OFFICE OF THE COMPROLLER, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132227	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132228	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	FL DEPARTMENT OF BANKING AND FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132229	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132230	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132231	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132232	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/02	9/26/03
1	License/Permit Bond	6132233	10,000.00	WASHINGTON MUTUAL FIANANCE, LLC	COMPROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132234	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132235	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/02	9/26/03
1	License/Permit Bond	6132236	10,000.00	WASHINGTON MUTUAL, INC.	COMPROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132237	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132238	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132239	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132240	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132241	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132242	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF FLORIDA, DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132243	10,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPROLLER OF STATE OF FLORIDA, DEPT OF BANKING & FINANCE	9/26/03	9/26/04
1	License/Permit Bond	6132255	100,000.00	WASHINGTON MUTUAL FINANCE, LP	STATE OF AR, SECURITIES DEPT	10/8/03	10/8/04
1	License/Permit Bond	6159625	25,000.00	OF VIRGINIA, LLC	NC COMMISSIONER OF BANKS	4/4/03	4/4/04
1	License/Permit Bond	6166776	200,000.00	WASHINGTON MUTUAL FINANCE GROUP, LLC	THE PEOPLE OF THE STATE OF TENNESSEE	7/30/03	7/30/04
1	License/Permit Bond	6166784	40,000.00	Long Beach Mortgage Company	CONNECTICUT DEPARTMENT OF BANKING, CONSUMER CREDIT DIVISION	6/3/06	6/3/07
1	License/Permit Bond	6166799	25,000.00	Long Beach Mortgage Company	NC COMMISSIONER OF BANKS	6/6/06	6/6/07
1	License/Permit Bond	6166800	150,000.00	Long Beach Mortgage Company	State of Mississippi	9/30/05	9/30/06
1	License/Permit Bond	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	License/Permit Bond	6166828	7,500.00	DANNY D. NOLAN	CONSUMER CREDIT PROTECTION STATE OF CALIFORNIA, CONTRACTOR'S STATE LICENSE BOARD	6/17/04	6/17/05
1	License/Permit Bond	6166832	7,500.00	DANNY D. NOLAN	STATE OF CALIFORNIA, CONTRACTOR'S STATE LICENSE BOARD	6/17/04	6/17/05
1	License/Permit Bond	6174998	150,000.00	WASHINGTON MUTUAL FINANCE OF NORTH CAROLINA, LLC	STATE OF NORTH CAROLINA, OFFICE OF THE COMMISSIONER OF BANKS	7/18/03	7/18/04
1	License/Permit Bond	6184529	150,000.00	Long Beach Mortgage Company	STATE OF NORTH CAROLINA, OFFICE OF THE COMMISSIONER OF BANKS	9/18/05	9/18/06
1	License/Permit Bond	6186305	150,000.00	WASHINGTON MUTUAL FINANCE OF MISSISSIPPI, LLC	STATE OF MISSISSIPPI, DEPT OF BANKING & CONSUMER FINANCE	10/1/03	9/30/04
1	License/Permit Bond	6188827	5,000.00	Long Beach Mortgage Company	STATE OF OK, ADMINISTRATOR OF THE DEPT OF CONSUMER CREDIT	11/4/05	11/4/06
1	License/Permit Bond	6188828	1,000.00	Long Beach Mortgage Company	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	11/4/05	11/4/06
1	License/Permit Bond	6188829	4,000.00	Long Beach Mortgage Company	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	11/4/05	11/4/06
1	License/Permit Bond	6188830	25,000.00	Long Beach Mortgage Company	State of New Hampshire ADMINISTRATOR OF THE DEPARTMENT	12/31/06	12/31/07
1	License/Permit Bond	6188839	5,000.00	WMFC ACCEPTANCE, LLC	OF CONSUMER CREDIT COMMISSIONER OF BANKING OF THE	11/14/03	11/14/04
1	License/Permit Bond	6193543	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	12/16/05	12/16/06
1	License/Permit Bond	6193595	40,000.00	Long Beach Mortgage Company	STATE OF CONNETICUT COMMISSIONER OF BANKING	2/4/06	2/4/07
1	License/Permit Bond	6199458	25,000.00	WMFC ACCEPTANCE, LLC	DIRECTOR OF THE DEPARTMENT OF FINANCIAL INSTITUTIONS	1/6/03	12/31/03
1	License/Permit Bond	6202806	1,000.00	Long Beach Mortgage Company	ADMINISTRATOR OF THE DEPARTMENT OF CONSUMER CREDIT	2/14/06	2/14/07
1	License/Permit Bond	6202807	1,000.00	Long Beach Mortgage Company	OKLAHOMA DEPARTMENT OF CONSUMER CREDIT	2/14/06	2/14/07
1	License/Permit Bond	6222331	200,000.00	WASHINGTON MUTUAL FINANCE, LLC	COMPTROLLER OF FLORIDA, DEPT OF BANKING & FINANCE	12/31/03	12/31/04
1	License/Permit Bond	6228725	12,500.00	JERRY L. FASCINATO INC.	CALIFORNIA - CONTRACTORS STATE LICENSE BOARD	7/2/08	7/2/09
1	License/Permit Bond	6241591	7,500.00	JERRY L FASCINATO; AHMANSON DEVELOPMENTS, INC.	STATE OF CALIFORNIA, CONTRACTOR'S STATE LICENSE BOARD	10/15/06	10/15/07
1	License/Permit Bond	6241664	2,000.00	WASHINGTON MUTUAL BANK, FA BLAZER FINANCIAL SERVICES, INC	BOROUGH OF SHREWSBURY, N.J.	11/6/07	11/6/09
1	License/Permit Bond	6241684	25,000.00	DBA WASHINGTON MUTUAL FINANCE	STATE OF NEW MEXICO, FIANNICAL INSTITUTIONS DIV. REGULATION	11/14/03	11/14/04
1	License/Permit Bond	6241685	25,000.00	Long Beach Mortgage Company	STATE OF NEW MEXICO FINANCIAL INSTITUTIONS DIV REG & LCNSING	11/17/05	11/17/06
1	License/Permit Bond	6255148	200,000.00	WASHINGTON MUTUAL FINANCE, INC.	STATE OF TENNESSEE, DEPT. OF FINANCIAL INSTITUTIONS	6/30/04	6/30/05
1	License/Permit Bond	6255271	50,000.00	WASHINGTON MUTUAL BANK, FA	STATE OF LOUISIANA	2/9/08	2/9/09
1	License/Permit Bond	6288514	12,500.00	CRAIG TAYLOR PEOPLES	STATE OF CALIFORNIA.	8/1/08	8/1/09
1	License/Permit Bond	6288515	40,000.00	Long Beach Mortgage Company	COMMISSIONER OF BANKING OF THE STATE OF CONNECTICUT	7/30/05	7/30/06
1	License/Permit Bond	6288523	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATION	10/1/05	10/1/06
1	License/Permit Bond	6317497	1,000.00	Long Beach Mortgage Company	STATE OF OKLAHOMA, DEPARTMENT OF CONSUMER CREDIT	12/22/05	12/22/06
1	License/Permit Bond	6342227	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	6/1/05	9/30/06
1	License/Permit Bond	6342255	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER, STATE OF CONNECTICUT	7/1/05	7/1/06
1	License/Permit Bond	6342288	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	7/15/05	7/15/06
1	License/Permit Bond	6342289	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATON	7/15/05	7/15/07
1	License/Permit Bond	6361642	1,000.00	LONG BEACH MORGAGE COMPANY	STATE OF OKLAHOMA, DEPARTMENT OF CONSUMER CREDIT	7/15/05	7/15/06
1	License/Permit Bond	6361658	25,000.00	HOME CREST INSURANCE SERVICES, INC.	STATE OF TEXAS	8/3/08	8/3/09
1	License/Permit Bond	6361668	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATION	8/24/05	9/30/07
1	License/Permit Bond	6361680	113,800.00	GERARD J. PLANTE	STATE OF IDAHO, TRANSPORTATION DEPT., DEPT OF MOTOR VEHICLES	9/13/05	9/13/08
1	License/Permit Bond	6361705	9,556.00	VICTOR PORRAS	STATE OF UTAH	9/28/05	9/28/12
1	License/Permit Bond	6361706	72,000.00	MINDY BRODSTON	STATE OF UTAH	9/28/05	9/28/12
1	License/Permit Bond	6361721	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE	11/15/05	11/15/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	License/Permit Bond	6361723	50,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT, DEPARTMENT 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 HOME SAVINGS OF AMERICA,	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Lost Instrument Bond	5771976	249,435.00	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	Lost Instrument Bond	6083039	159,409.00	WASHINGTON MUTUAL BANK	CORUS BANK	12/6/00	12/6/01
1	Lost Instrument Bond	6083101	2,005.00	JEANNE=WILLHITE	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	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	Lost Instrument Bond	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	Lost Instrument Bond	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	HOME BANC 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	Lost Instrument Bond	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	2/26/02	2/26/03
1	Bond Lost Instrument	6142204	162,692.00	WASHINGTON MUTUAL	HALLMARK GOVERNMENT MORTGAGE, INC., A WASHINGTON CORPORATION	2/26/02	2/26/03
1	Bond Lost Instrument	6142208	75,533.00	WASHINGTON MUTUAL	HOME LOAN CORPORATION DBA EXPANDED MORTGAGE	3/1/02	3/1/03
1	Bond Lost Instrument	6142209	106,422.00	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	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	HOMEABC 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	HOMEABC 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	Lost Instrument Bond	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
1	Instrument Bond Lost	6159572	55,500.00	WASHINGTON MUTUAL	AMERICAN HOME LOANS	3/13/02	3/13/03
1	Instrument Bond Lost	6159573	163,300.00	WASHINGTON MUTUAL	LA SALLE MORTGAGE COMPANY, INC.	3/13/02	3/13/03
1	Instrument Bond Lost	6159574	32,311.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE SERVICES, INC.	3/13/02	3/13/03
1	Instrument Bond Lost	6159575	195,554.00	WASHINGTON MUTUAL	FLEET MORTGAGE	3/22/02	3/22/03
1	Instrument Bond Lost	6159576	74,350.00	WASHINGTON MUTUAL	DIVERSIFIED MORTGAGE	3/20/02	3/20/03
1	Instrument Bond Lost	6159577	99,216.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	3/20/02	3/20/03
1	Instrument Bond Lost	6159578	71,379.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/20/02	3/20/03
1	Instrument Bond Lost	6159579	177,493.00	WASHINGTON MUTUAL	MORTGAGE NOW, INC.	3/20/02	3/20/03
1	Instrument Bond Lost	6159580	56,332.00	WASHINGTON MUTUAL	FIRST COMMUNITY BANK, N.A.	3/20/02	3/20/03
1	Instrument Bond Lost	6159581	83,465.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	3/21/02	3/21/03
1	Instrument Bond Lost	6159582	124,617.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	3/21/02	3/21/03
1	Instrument Bond Lost	6159583	86,250.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/21/02	3/21/03
1	Instrument Bond Lost	6159584	92,638.00	WASHINGTON MUTUAL	BIRMINGHAM BANCORP MORTGAGE CORPORATION	3/21/02	3/21/03
1	Instrument Bond Lost	6159585	171,581.00	WASHINGTON MUTUAL	FIRST EQUITY MORTGAGE, INC.	3/20/02	3/20/03
1	Instrument Bond Lost	6159586	96,576.00	WASHINGTON MUTUAL	SOUTHLAND MORTGAGE COMPANY LLC	3/21/02	3/21/03
1	Instrument Bond Lost	6159587	141,775.00	WASHINGTON MUTUAL	MERCURY MORTGAGE CO. INC.	3/21/02	3/21/03
1	Instrument Bond Lost	6159588	97,724.00	WASHINGTON MUTUAL	MERCURY MORTGAGE CO., INC.	3/21/02	3/21/03
1	Instrument Bond Lost	6159589	157,771.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINACIAL SERVICES, LLC	3/21/02	3/21/03
1	Instrument Bond Lost	6159590	106,058.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES, INC.	3/22/01	3/22/03
1	Instrument Bond Lost	6159591	123,600.00	WASHINGTON MUTUAL	PROVIDENT BANK	3/22/02	3/22/03
1	Instrument Bond Lost	6159592	85,167.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD.	3/26/02	3/26/03
1	Instrument Bond Lost	6159593	142,588.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	4/3/02	4/3/03
1	Instrument Bond Lost	6159594	112,088.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	4/1/02	4/1/03
1	Instrument Bond Lost	6159595	110,763.00	WASHINGTON MUTUAL	PHM FINANCIAL INCORPORATED DBA PROFESSIONAL HOME MORTGAGE	4/1/02	4/1/03
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6163414	103,292.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	5/3/02	5/3/03
1	Instrument Bond Lost	6163415	42,098.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	5/3/02	5/3/03
1	Instrument Bond Lost	6163416	40,600.00	WASHINGTON MUTUAL	JACKSONVILLE SAVINGS BANK, SSB	5/3/02	5/3/03
1	Instrument Bond Lost	6163417	216,147.00	WASHINGTON MUTUAL	MAPLE PARK MORTGAGE	5/3/02	5/3/03
1	Instrument Bond Lost	6163418	108,061.00	WASHINGTON MUTUAL	MORTGAGE NOW, INC.	5/3/02	5/3/03
1	Instrument Bond Lost	6163419	92,974.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	5/3/02	5/3/03
1	Instrument Bond Lost	6163420	87,056.00	WASHINGTON MUTUAL	PRIME MORTGAGE USA, INC.	5/3/02	5/3/03
1	Instrument Bond Lost	6163421	123,362.00	WASHINGTON MUTUAL	CREST MORTGAGE COMPANY	5/3/02	5/3/03
1	Instrument Bond Lost	6166712	120,938.00	WASHINGTON MUTUAL	FIRST TRUST MORTGAGE COMPANY	5/7/02	5/7/03
1	Instrument Bond Lost	6166715	24,340.00	WASHINGTON MUTUAL	LAKE MORTGAGE COMPANY, INC.	5/7/02	5/7/03
1	Instrument Bond Lost	6166717	29,149.00	WASHINGTON MUTUAL	FIRST TENNESSEE BANK NATIONAL ASSOCIATION	5/7/02	5/7/03
1	Instrument Bond Lost	6166737	98,455.00	WASHINGTON MUTUAL	FIRST FLORIDA FUNDING CORP.	5/20/02	5/20/03
1	Instrument Bond Lost	6166738	98,353.00	WASHINGTON MUTUAL	FIRST FLORIDA FUNDING CORP.	5/20/02	5/20/03
1	Instrument Bond Lost	6166739	179,338.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINANCIAL SERVICES, LLC	5/17/02	5/17/03
1	Instrument Bond Lost	6166740	82,800.00	WASHINGTON MUTUAL	INDEPENDENT BANK CORPORATION	5/20/02	5/20/03
1	Instrument Bond Lost	6166741	134,481.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE SERVICES, INC.	5/17/02	5/17/03
1	Instrument Bond Lost	6166742	99,977.00	WASHINGTON MUTUAL	ALPHA MORTGAGE BANKERS	5/17/02	5/17/03
1	Instrument Bond Lost	6166743	77,444.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	5/17/02	5/17/03
1	Instrument Bond Lost	6166752	134,500.00	WASHINGTON MUTUAL	FIRST MORTGAGE COMPANY	5/20/02	5/20/03
1	Instrument Bond Lost	6166753	134,625.00	WASHINGTON MUTUAL	FREEDOM MORTGAGE CORPORATION	5/17/02	5/17/03
1	Instrument Bond Lost	6166754	129,030.00	WASHINGTON MUTUAL	PLATINUM HOME MORTGAGE CORP	5/20/02	5/20/03
1	Instrument Bond Lost	6166755	72,420.00	WASHINGTON MUTUAL	UNION NATION MORTGAGE CO.	5/17/02	5/17/03
1	Instrument Bond Lost	6166756	152,697.00	WASHINGTON MUTUAL	PROFESSIONAL HOME MORTGAGE	5/17/02	5/17/03
1	Instrument Bond Lost	6166757	126,984.00	WASHINGTON MUTUAL	AMERICAN LENDING GROUP, INC.	5/17/02	5/17/03
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6174917	152,525.00	WASHINGTON MUTUAL	MORTGAGE STREAM FINANCIAL SERVICES, LLC	7/2/02	7/2/03
1	Instrument Bond Lost	6174918	225,361.00	WASHINGTON MUTUAL	AMERICAN FIDELITY MORTGAGE SERVICES, INC.	7/2/02	7/2/03
1	Instrument Bond Lost	6174920	118,927.00	WASHINGTON MUTUAL	NALLY & COMPANY	7/2/02	7/2/03
1	Instrument Bond Lost	6174921	62,118.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	7/2/02	7/2/03
1	Instrument Bond Lost	6174922	132,290.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	7/2/02	7/2/03
1	Instrument Bond Lost	6174923	80,164.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS	7/2/02	7/2/03
1	Instrument Bond Lost	6174924	160,329.00	WASHINGTON MUTUAL	FIRST WEST MORTGAGE BANKERS, LTD.	7/2/02	7/2/03
1	Instrument Bond Lost	6174928	158,656.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	7/8/02	7/8/03
1	Instrument Bond Lost	6174929	57,293.00	WASHINGTON MUTUAL	FLEET REAL ESTATE FUNDING CORP.	7/8/02	7/8/03
1	Instrument Bond Lost	6174930	138,304.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	7/8/02	7/8/03
1	Instrument Bond Lost	6174931	92,700.00	WASHINGTON MUTUAL	SERVICE MORTGAGE UNDERWRITERS, INC.	7/9/02	7/9/03
1	Instrument Bond Lost	6174934	40,000.00	WASHINGTON MUTUAL BANK, FA	State of New York	7/11/02	7/11/03
1	Instrument Bond Lost	6174969	57,855.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
1	Instrument Bond Lost	6174970	116,615.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/18/02	7/18/03
1	Instrument Bond Lost	6174971	47,853.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
1	Instrument Bond Lost	6174972	132,985.00	WASHINGTON MUTUAL	BANCOURCE MORTGAGE CORPORATION	7/18/02	7/18/03
1	Instrument Bond Lost	6174973	74,299.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03
1	Instrument Bond Lost	6174974	142,872.00	WASHINGTON MUTUAL	DAVID MORTGAGE, INC.	7/18/02	7/18/03
1	Instrument Bond Lost	6174975	160,829.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS, LTD	7/18/02	7/18/03
1	Instrument Bond Lost	6174976	92,526.00	WASHINGTON MUTUAL	THE HINKS COMPANY, INC.	7/18/02	7/18/03
1	Instrument Bond Lost	6174977	103,442.00	WASHINGTON MUTUAL	SILVER ST FINANCIAL SERVICES DBA SILVER ST MORTGAGE	7/18/02	7/18/03
1	Instrument Bond Lost	6174978	70,823.00	WASHINGTON MUTUAL	PACOR MORTGAGE CORP.	7/18/02	7/18/03
1	Instrument Bond Lost	6174979	121,680.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	7/18/02	7/18/03
1	Instrument Bond Lost	6174980	78,795.00	WASHINGTON MUTUAL	OMEGA FINANCIAL SERVICES, INC.	7/18/02	7/18/03
1	Instrument Bond	6174981	142,774.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	7/18/02	7/18/03

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	Lost 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	Lost Instrument Bond	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 Lost Instrument	6188826	105,660.00	WASHINGTON MUTUAL	PLATINUM DIRECT FUNDING	11/1/02	11/1/03
1	Bond Lost Instrument	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
1	Instrument Bond Lost	6188834	134,536.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	11/7/02	11/7/03
1	Instrument Bond Lost	6188835	136,651.00	WASHINGTON MUTUAL	SYNERGY MORTGAGE CORP.	11/7/02	11/7/03
1	Instrument Bond Lost	6188837	259,800.00	WASHINGTON MUTUAL	MORTGAGE ENTERPRISE, LTD.	11/11/02	11/11/03
1	Instrument Bond Lost	6188840	173,565.00	WASHINGTON MUTUAL	FOOTHILL FUNDING GROUP, INC.	11/15/02	11/15/03
1	Instrument Bond Lost	6188841	68,300.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	11/15/02	11/15/03
1	Instrument Bond Lost	6188842	122,764.00	WASHINGTON MUTUAL	PREMIER MORTGAGE CORPORATION	11/15/02	11/15/03
1	Instrument Bond Lost	6188844	113,650.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	12/3/02	12/3/03
1	Instrument Bond Lost	6188845	38,658.00	WASHINGTON MUTUAL	TAYLOR, BEAN & WHITAKER MORTGAGE	12/2/02	12/2/03
1	Instrument Bond Lost	6188846	87,139.00	WASHINGTON MUTUAL	HOMESTAR MORTGAGE SERVICES, LLC	12/2/02	12/2/03
1	Instrument Bond Lost	6188847	119,688.00	WASHINGTON MUTUAL	TAYLOR, BEAN & WHITAKER MORTGAGE	12/2/02	12/2/03
1	Instrument Bond Lost	6188848	162,349.00	WASHINGTON MUTUAL	GEORGETOWN MORTGAGE, INC.	12/2/02	12/2/03
1	Instrument Bond Lost	6188849	129,946.00	WASHINGTON MUTUAL	MORTGAGE MARKET, INC.	12/2/02	12/2/03
1	Instrument Bond Lost	6188850	102,900.00	WASHINGTON MUTUAL	GATEWAY FUNDING DIVERSIFIED MORTGAGE SERVICES, L.P.	12/2/02	12/2/03
1	Instrument Bond Lost	6188851	143,602.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/2/02	12/2/03
1	Instrument Bond Lost	6188852	118,980.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/2/02	12/2/03
1	Instrument Bond Lost	6188853	80,692.00	WASHINGTON MUTUAL	WISCONSIN MORTGAGE CORPORATION	12/2/02	12/2/03
1	Instrument Bond Lost	6188854	91,079.00	WASHINGTON MUTUAL	STRATEGIC MORTGAGE COMPANY	12/2/02	12/2/03
1	Instrument Bond Lost	6188855	89,220.00	WASHINGTON MUTUAL	MAJOR MORTGAGE	12/2/02	12/2/03
1	Instrument Bond Lost	6188857	181,345.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Instrument Bond Lost	6188858	140,193.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Instrument Bond Lost	6188859	124,519.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Instrument Bond Lost	6188860	132,143.00	WASHINGTON MUTUAL	North American Mortgage Company	12/5/02	12/5/03
1	Instrument Bond Lost	6193499	86,997.00	WASHINGTON MUTUAL	TOWNBANK MORTGAGE	12/5/02	12/5/03
1	Instrument Bond Lost	6193500	229,715.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6193557	99,204.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Instrument Bond Lost	6193558	151,544.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Instrument Bond Lost	6193559	109,782.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/18/02	12/18/03
1	Instrument Bond Lost	6193560	105,279.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	12/5/02	12/5/03
1	Instrument Bond Lost	6193561	149,707.00	WASHINGTON MUTUAL	MONTANA MORTGAGE COMPANY	12/31/02	12/31/03
1	Instrument Bond Lost	6193562	211,800.00	WASHINGTON MUTUAL	Mackinac Savings Bank	12/31/02	12/31/03
1	Instrument Bond Lost	6193563	164,430.00	WASHINGTON MUTUAL	FIRST MORTGAGE CORPORATION	12/31/02	12/31/03
1	Instrument Bond Lost	6193564	182,152.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	12/31/02	12/31/03
1	Instrument Bond Lost	6193565	152,008.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP LLC	12/31/02	12/31/03
1	Instrument Bond Lost	6193566	64,194.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
1	Instrument Bond Lost	6193567	112,808.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
1	Instrument Bond Lost	6193568	132,415.00	WASHINGTON MUTUAL	TRUST ONE MORTGAGE CORPORATON	1/22/03	1/22/04
1	Instrument Bond Lost	6193569	93,968.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
1	Instrument Bond Lost	6193570	95,679.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/22/03	1/22/04
1	Instrument Bond Lost	6193572	68,629.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
1	Instrument Bond Lost	6193573	102,382.00	WASHINGTON MUTUAL	AMERICAN UNITED MORTGAGE SERVICES OF AMERICA	1/24/03	1/24/04
1	Instrument Bond Lost	6193574	194,372.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	1/24/03	1/24/04
1	Instrument Bond Lost	6193575	72,000.00	WASHINGTON MUTUAL	MAC-CLAIR MORTGAGE CORPORATION	1/24/03	1/24/04
1	Instrument Bond Lost	6193576	129,323.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
1	Instrument Bond Lost	6193577	127,056.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
1	Instrument Bond Lost	6193578	90,845.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	1/24/03	1/24/04
1	Instrument Bond Lost	6193579	135,552.00	WASHINGTON MUTUAL	North American Mortgage Company	1/24/03	1/24/04
1	Instrument Bond Lost	6193580	172,148.00	WASHINGTON MUTUAL	DAVID MORTGAGE INC. DBA BARNACLO HOME LOAN	1/30/03	1/30/04
1	Instrument Bond Lost	6193581	182,090.00	WASHINGTON MUTUAL	American Fidelity Mortgage	1/30/03	1/30/04
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	Lost Instrument Bond	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 Lost Instrument	6202773	156,000.00	WASHINGTON MUTUAL	COLORADO FEDERAL SAVINGS BANK	3/27/03	3/27/04
1	Bond Lost Instrument	6202788	105,539.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	4/9/03	4/9/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6202795	211,201.00	WASHINGTON MUTUAL	EQUITY MORTGAGE CORPORATION	2/5/03	2/5/04
1	Instrument Bond Lost	6202800	99,829.00	WASHINGTON MUTUAL	paragon home lending llc	2/14/03	2/14/04
1	Instrument Bond Lost	6202801	254,014.00	WASHINGTON MUTUAL	HOME AMERICAN MORTGAGE CORPORATION	2/14/03	2/14/04
1	Instrument Bond Lost	6202802	230,581.00	WASHINGTON MUTUAL	HOME AMERICAN MORTGAGE CORPORATION	2/14/03	2/14/04
1	Instrument Bond Lost	6202803	78,120.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	2/14/03	2/14/04
1	Instrument Bond Lost	6202804	140,490.00	WASHINGTON MUTUAL	PLYMOUTH EXCHANGE MORTGAGE CORPORATION	2/14/03	2/14/04
1	Instrument Bond Lost	6202805	258,900.00	WASHINGTON MUTUAL	paragon home lending llc	2/14/03	2/14/04
1	Instrument Bond Lost	6202808	132,368.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/02	2/26/03
1	Instrument Bond Lost	6202809	144,985.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/22/04
1	Instrument Bond Lost	6202810	140,633.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
1	Instrument Bond Lost	6202811	184,049.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
1	Instrument Bond Lost	6202812	193,224.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
1	Instrument Bond Lost	6202813	116,806.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	2/26/03	2/26/04
1	Instrument Bond Lost	6202826	133,393.00	WASHINGTON MUTUAL	NOVASTAR MORTGAGE, INC.	3/17/03	3/17/04
1	Instrument Bond Lost	6202827	104,650.00	WASHINGTON MUTUAL	WESTAR MORTGAGE CORP.,INC.	3/17/03	3/17/04
1	Instrument Bond Lost	6202828	203,820.00	WASHINGTON MUTUAL	MORTGAGE INVESTORS CORPORATION	3/17/03	3/17/04
1	Instrument Bond Lost	6202829	137,773.00	WASHINGTON MUTUAL	TRUST ONE	3/17/03	3/17/04
1	Instrument Bond Lost	6202831	256,819.00	WASHINGTON MUTUAL	Chicago Bancorp, Inc.	3/17/03	3/17/04
1	Instrument Bond Lost	6202832	166,678.00	WASHINGTON MUTUAL	GUARANTY FEDERAL FINANCIAL CORPORATION	3/17/03	3/17/04
1	Instrument Bond Lost	6202833	155,160.00	WASHINGTON MUTUAL	NEW AMERICA FINANCIAL	3/17/03	3/17/04
1	Instrument Bond Lost	6202838	127,597.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
1	Instrument Bond Lost	6202839	106,871.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
1	Instrument Bond Lost	6202840	124,573.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
1	Instrument Bond Lost	6202841	108,446.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04
1	Instrument Bond	6202842	166,254.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	3/19/03	3/19/04

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	Lost Instrument Bond	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	Lost Instrument Bond	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	MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221142	136,159.00	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	6221143	132,024.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221144	236,525.00	WASHINGTON MUTUAL BANK, FA	kb home mortgage company	5/19/03	5/19/04
1	Bond Lost Instrument	6221145	133,286.00	WASHINGTON MUTUAL BANK, FA	FIRST ALLIANCE BANK	5/19/03	5/19/04
1	Bond Lost Instrument	6221146	127,334.00	WASHINGTON MUTUAL BANK, FA	FIRST PACIFIC FINANCIAL	5/19/03	5/19/04
1	Bond Lost Instrument	6221147	284,740.00	WASHINGTON MUTUAL BANK, FA	ALLIANCE MORTGAGE BANKING CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221148	143,652.00	WASHINGTON MUTUAL BANK, FA	SUMMIT FINANCIAL CENTER, INC	5/19/03	5/19/04
1	Bond Lost Instrument	6221149	172,650.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER MORTGAGE CORP	5/19/03	5/19/04
1	Bond Lost Instrument	6221150	147,708.00	WASHINGTON MUTUAL BANK, FA	FLEET NATIONAL BANK	5/19/03	5/19/04
1	Bond Lost Instrument	6221151	180,325.00	WASHINGTON MUTUAL BANK, FA	LOANCITY.COM	5/19/03	5/19/04
1	Bond Lost Instrument	6221152	128,302.00	WASHINGTON MUTUAL BANK, FA	PRIORITY ONE MORTGAGE AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost	6221153	199,112.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER	5/19/03	5/19/04
1	Lost	6221155	108,186.00	WASHINGTON MUTUAL BANK, FA	TAYLOR, BEAN & WHITAKER	5/19/03	5/19/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6221156	116,184.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE CORP. FIRST MAGNUS FINANCIAL CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221157	120,640.00	WASHINGTON MUTUAL BANK, FA	SILVER STATE MORTGAGE	5/19/03	5/19/04
1	Instrument Bond Lost	6221158	112,659.00	WASHINGTON MUTUAL BANK, FA	WHITE OAK MORTGAGE GROUP, LLC	5/19/03	5/19/04
1	Instrument Bond Lost	6221159	134,793.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE INVESTORS GROUP	5/19/03	5/19/04
1	Instrument Bond Lost	6221160	104,413.00	WASHINGTON MUTUAL BANK, FA	TRUST AMERICA MORTGAGE, INC.	5/19/03	5/19/04
1	Instrument Bond Lost	6221161	92,259.00	WASHINGTON MUTUAL BANK, FA	JOHNSON MORTGAGE COMPANY, LLC	7/19/03	4/19/04
1	Instrument Bond Lost	6221162	45,570.00	WASHINGTON MUTUAL BANK, FA	BATH NATIONAL BANK	5/19/03	5/19/04
1	Instrument Bond Lost	6221163	124,956.00	WASHINGTON MUTUAL BANK, FA	JOHNSON MORTGAGE COMPANY, LLC	5/19/03	5/19/04
1	Instrument Bond Lost	6221164	107,092.00	WASHINGTON MUTUAL BANK, FA	HAMILTON MORTGAGE COMPANY DBA PHOENIX HOME LENDING	5/19/03	5/19/04
1	Instrument Bond Lost	6221165	113,723.00	WASHINGTON MUTUAL BANK, FA	SUN AMERICA MORTGAGE CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221166	103,922.00	WASHINGTON MUTUAL BANK, FA	HAMILTON MORTGAGE COMPANY	5/19/03	5/19/04
1	Instrument Bond Lost	6221167	86,533.00	WASHINGTON MUTUAL BANK, FA	SERVICE MORTGAGE UNDERWRITERS, INC.	5/19/03	5/19/04
1	Instrument Bond Lost	6221168	164,395.00	WASHINGTON MUTUAL BANK, FA	ACADEMY MORTGAGE CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221169	66,434.00	WASHINGTON MUTUAL BANK, FA	SUN AMERICA MORTGAGE CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221170	107,238.00	WASHINGTON MUTUAL BANK, FA	CAPITAL INTERNATIONAL FINANCIAL, INC.	5/19/03	5/19/04
1	Instrument Bond Lost	6221171	148,175.00	WASHINGTON MUTUAL BANK, FA	PLATINUM CAPITAL GROUP DBA PRIMERA MORTGAGE CO.	5/19/03	5/19/04
1	Instrument Bond Lost	6221172	171,924.00	WASHINGTON MUTUAL BANK, FA	UNITY MORTGAGE CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221173	269,957.00	WASHINGTON MUTUAL BANK, FA	MORTGAGE ENTERPRISE, LTD	5/19/03	5/19/04
1	Instrument Bond Lost	6221174	297,060.00	WASHINGTON MUTUAL BANK, FA	Coastal Capital Corporation dba The Mortgage Shop	5/19/03	5/19/04
1	Instrument Bond Lost	6221175	111,001.00	WASHINGTON MUTUAL BANK, FA	CITY STATE BANK	5/19/03	5/19/04
1	Instrument Bond Lost	6221176	101,890.00	WASHINGTON MUTUAL BANK, FA	FIRST COMMERCE BANK	5/19/03	5/19/04
1	Instrument Bond Lost	6221177	163,188.00	WASHINGTON MUTUAL BANK, FA	GROUP ONE MORTGAGE INC.	5/19/03	5/19/04
1	Instrument Bond Lost	6221178	114,447.00	WASHINGTON MUTUAL BANK, FA	COMMUNITY FIRST MORTGAGE CORPORATION	5/19/03	5/19/04
1	Instrument Bond Lost	6221179	187,004.00	WASHINGTON MUTUAL BANK, FA	Majestic Home Mortgage Corporation	5/19/03	5/19/04
1	Instrument Bond	6221180	109,015.00	WASHINGTON MUTUAL BANK, FA	FOOTHILL FUNDING GROUP, INC.	5/19/03	5/19/04

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	Lost Instrument Bond	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	5/19/03	5/19/04
1	Bond Lost Instrument	6221212	55,969.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF 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	Oblggee / 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	Lost Instrument Bond	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	Lost Instrument Bond	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	Lost Instrument Bond	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	Oblgee / Description	Effective	Expiration
1	Instrument Bond Lost	6228680	126,744.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228681	78,663.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228682	78,665.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228683	51,225.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228684	146,140.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228685	149,997.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228686	151,067.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228687	203,292.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228688	158,319.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228689	154,939.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228690	113,025.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228691	135,219.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228692	120,183.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228693	235,655.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228694	171,735.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228695	257,288.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228696	97,386.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228697	119,495.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228698	116,359.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228699	142,091.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228700	147,537.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228701	145,792.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228702	118,084.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Instrument Bond Lost	6228703	127,035.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
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	Lost Instrument Bond	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	8/5/03	8/5/10
1	Instrument Bond Lost	6229656	633,723.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE 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 NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/11/03	8/11/10
1	Instrument Bond Lost	6237215	74,597.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA 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	Lost Instrument Bond	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
1	Instrument Bond Lost	6237301	93,413.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237302	7,651.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237303	13,410.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237304	53,263.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237305	8,457.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237306	22,259.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237307	9,252.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237308	40,051.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237309	4,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237310	32,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237311	7,099.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237312	4,219.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237313	13,951.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237314	2,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237315	7,826.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237316	7,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237317	7,372.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237318	9,795.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237319	62,973.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237320	59,451.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237321	47,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237322	681.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237323	5,592.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond Lost	6237324	34,371.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Instrument Bond	6237325	35,017.00	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	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	Lost 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 Instrument	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	Lost 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 Instrument Lost	6237439	79,014.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Bond Instrument Lost	6237440	191,713.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Instrument Lost	6237441	108,605.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Instrument Lost	6237448	246,462.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/29/03	9/29/10
1	Bond Instrument Lost	6237451	46,955.00	WASHINGTON MUTUAL BANK, FA	M & T BANK	10/10/03	10/10/10
1	Bond Instrument Lost	6241525	86,934.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241526	128,031.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241527	107,530.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241528	72,418.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241529	138,404.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241530	106,781.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241531	101,351.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241532	94,950.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241533	84,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241534	142,750.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241535	156,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241536	236,292.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241537	285,797.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241538	68,067.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241539	72,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241540	92,071.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241541	127,607.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	6241542	124,987.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Instrument Lost	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	Lost 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	Lost Instrument Bond	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
1	Instrument Bond Lost	6255117	57,104.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
1	Instrument Bond Lost	6255118	44,742.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
1	Instrument Bond Lost	6255119	274,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
1	Instrument Bond Lost	6255120	122,505.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/9/03	12/9/10
1	Instrument Bond Lost	6255121	173,210.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255122	97,473.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255123	170,126.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255124	126,350.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255125	96,208.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255126	87,890.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255127	79,116.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255128	129,812.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255129	140,154.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255130	54,283.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255131	154,340.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255132	138,971.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255133	131,062.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255134	160,554.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255135	127,799.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255136	232,265.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255137	150,308.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255138	88,343.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255139	84,041.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
1	Instrument Bond Lost	6255140	134,667.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	12/10/03	12/10/10
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	Lost 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
1	Instrument Bond Lost	6255197	135,868.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255198	104,558.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	1/14/03	1/14/04
1	Instrument Bond Lost	6255199	114,601.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255200	83,194.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255201	63,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255202	203,992.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255203	82,619.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255204	96,106.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255205	145,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255206	140,353.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255207	89,066.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255208	169,152.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255209	333,943.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255210	69,990.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255211	130,950.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255212	255,740.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255213	168,900.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/14/04	1/14/11
1	Instrument Bond Lost	6255214	127,140.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/15/04	1/15/11
1	Instrument Bond Lost	6255215	41,643.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument Bond Lost	6255216	43,687.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument Bond Lost	6255217	37,535.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument Bond Lost	6255218	42,587.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument Bond Lost	6255219	48,934.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
1	Instrument Bond Lost	6255220	76,654.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	1/23/04	1/23/11
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6255275	150,544.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/18/04	2/18/11
1	Instrument Bond Lost	6255276	99,931.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255277	74,970.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255278	236,425.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255279	176,386.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255280	94,792.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255281	103,783.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost	6255282	136,721.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
1	Instrument Bond Lost	6255283	116,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
1	Instrument Bond Lost	6255284	103,500.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost	6255285	89,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost	6255286	83,000.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost	6255287	126,469.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/19/04	3/19/11
1	Instrument Bond Lost	6255289	11,313.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255290	82,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255291	76,205.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255292	83,704.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255293	151,953.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255294	151,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255295	96,407.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255296	125,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255297	118,665.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255298	162,811.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost	6255299	119,340.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
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	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	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	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	Lost Instrument Bond	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
1	Instrument Bond Lost	6288318	18,286.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288319	114,702.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288320	120,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288321	116,743.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288322	5,891.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288323	64,256.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288324	103,269.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288325	23,624.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288326	42,201.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288327	101,675.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288328	45,390.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288329	60,502.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288330	97,257.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288331	75,902.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288332	113,632.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288333	78,111.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288334	45,325.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288335	84,363.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288336	69,709.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288337	58,873.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288338	40,575.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288339	105,351.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288340	53,338.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288341	115,707.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
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	Lost Instrument Bond	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 Instrument Lost	6288369	60,578.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288370	127,429.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288371	116,594.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288372	107,843.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288373	87,297.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288374	73,529.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288375	44,202.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288376	126,766.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288377	51,446.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288378	58,913.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288379	130,927.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288380	142,040.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288381	127,696.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288382	51,427.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288383	50,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288384	67,389.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288385	103,172.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288386	83,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288387	177,813.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288388	114,058.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288389	31,760.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288390	44,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	6288391	5,582.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Instrument Lost	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
1	Instrument Bond Lost	6288395	38,303.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288396	59,576.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288397	87,282.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288398	47,604.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288399	19,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288400	45,582.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288401	78,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288402	104,557.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288403	82,305.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288404	71,055.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288405	75,875.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288406	47,039.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288407	52,917.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288408	71,861.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288409	94,206.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288410	71,707.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288411	87,436.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288412	87,534.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288413	111,903.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288414	69,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288415	50,366.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288416	50,956.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288417	84,037.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288418	69,203.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
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	Lost Instrument Bond	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	-	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	Oblige / 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	8/17/04	8/17/11
1	Lost Instrument Bond	6288524	584,298.69	WASHINGTON MUTUAL BANK, FA	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/26/04	8/26/11
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6311373	86,026.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311374	122,562.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311375	108,467.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311376	53,649.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311379	101,810.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311380	137,489.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311381	188,684.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311382	198,334.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311383	243,884.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311384	63,808.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311385	223,236.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/18/04	11/18/11
1	Instrument Bond Lost	6311386	138,457.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
1	Instrument Bond Lost	6311387	187,018.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
1	Instrument Bond Lost	6311388	141,878.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	11/23/04	11/23/11
1	Instrument Bond Lost	6311389	96,618.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/29/04	11/29/11
1	Instrument Bond Lost	6311390	91,924.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/30/04	11/30/11
1	Instrument Bond Lost	6311391	63,718.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/30/04	11/30/11
1	Instrument Bond Lost	6317387	167,493.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317388	162,523.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317389	83,389.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317390	79,418.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317391	94,531.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317392	58,097.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
1	Instrument Bond Lost	6317393	57,203.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/10/04	11/10/11
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	Lost Instrument Bond	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	Lost Instrument Bond	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	3/14/05	3/14/12
1	Instrument Bond Lost	6317554	440,317.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	WASHINGTON MUTUAL BANK, FA 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	Lost Instrument Bond	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 THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/10/05	5/10/12
1	Bond Lost Instrument	6342231	190,958.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	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	WASHINGTON MUTUAL BANK, FA	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	Lost Instrument Bond	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 Instrument Lost	6361666	120,180.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Bond Instrument Lost	6361667	132,517.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA THE BANK OF NEW YORK AND THE	8/18/05	8/18/12
1	Bond Instrument Lost	6361669	88,606.66	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361670	171,769.38	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361671	73,990.98	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361672	520,498.06	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361673	224,129.77	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361674	249,886.68	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION THE BANK OF NEW YORK AND THE	8/25/05	8/25/12
1	Bond Instrument Lost	6361675	580,420.18	WASHINGTON MUTUAL	NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Instrument Lost	6361676	97,262.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Instrument Lost	6361677	105,934.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Instrument Lost	6361678	161,250.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Instrument Lost	6361679	145,105.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Instrument Lost	6361682	78,502.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361683	139,589.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361684	41,059.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361685	118,322.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361686	150,138.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361687	100,249.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361688	76,395.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361689	175,312.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361690	97,216.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	6361691	84,763.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Instrument Lost	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	Lost Instrument Bond	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	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	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	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	Lost Instrument Bond	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 Instrument	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
1	Instrument Bond Lost	6423324	34,717.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423325	164,891.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423326	37,204.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423327	54,760.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423328	174,780.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423329	114,427.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423330	87,951.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Instrument Bond Lost	6423331	62,832.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
1	Instrument Bond Lost	6423332	62,799.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
1	Instrument Bond Lost	6423333	223,546.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
1	Instrument Bond Lost	6423334	71,252.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/1/07	2/1/14
1	Instrument Bond Lost	6423342	127,296.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/07	2/15/14
1	Instrument Bond Lost	6423345	32,804.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423346	37,502.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423347	75,628.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423348	22,088.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423349	29,527.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423350	33,415.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423351	33,922.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423352	32,440.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423353	98,427.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423354	45,714.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/21/07	2/21/14
1	Instrument Bond Lost	6423355	50,203.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/27/07	2/27/14
1	Instrument Bond Lost	6423357	42,872.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/2/07	4/2/14
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	Lost Instrument Bond	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 Instrument	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
1	Instrument Bond Lost	6457986	98,898.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457987	60,811.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457988	30,348.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457989	105,858.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457990	125,182.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457991	80,229.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457992	44,529.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457993	82,962.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457994	81,935.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457995	43,187.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457996	71,662.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457997	38,798.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457998	66,872.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6457999	150,488.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458000	53,075.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458001	75,939.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458002	123,137.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458003	78,899.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458004	72,104.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458005	113,508.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458006	22,998.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458007	64,849.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458008	57,465.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Instrument Bond Lost	6458009	73,254.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
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	Lost Instrument Bond	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 Lost	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
1	Instrument Bond Lost	6458640	113,120.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458641	147,602.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458642	115,355.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458643	159,748.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458644	91,842.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458645	99,890.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458646	81,846.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458647	42,964.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458648	66,431.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458649	93,571.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458650	54,666.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458651	133,762.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458652	18,351.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458653	186,355.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458654	65,526.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458655	106,184.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458656	69,073.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458657	99,651.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458658	93,446.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458659	41,420.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458660	62,347.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458661	36,587.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458662	26,088.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458663	110,044.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6458717	173,808.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458718	156,993.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458719	89,724.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458720	70,689.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458721	89,703.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458722	59,806.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458723	38,834.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458724	45,471.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458725	95,047.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458726	109,489.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458727	82,700.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458728	79,573.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458729	174,743.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458730	106,584.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458731	99,902.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458732	92,983.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458733	32,145.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458734	85,396.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458735	63,869.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458736	62,088.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458737	77,346.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458738	78,805.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458739	80,679.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Instrument Bond Lost	6458740	126,499.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6533931	121,168.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533932	60,897.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533933	75,246.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533934	63,183.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533935	41,718.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533936	90,670.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533937	51,413.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533938	105,051.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533939	87,330.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533940	138,628.14	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533941	96,284.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533942	88,656.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533943	53,353.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533944	131,566.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533945	143,126.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533946	220,133.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533947	77,266.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533948	101,343.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533949	92,320.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533950	48,103.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533951	27,076.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533952	41,776.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533953	24,646.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
1	Instrument Bond Lost	6533954	71,211.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/6/07	11/6/14
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6593872	99,591.56	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593873	57,873.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593874	80,812.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593877	164,907.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593878	195,997.96	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593879	68,211.57	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593880	60,505.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593881	126,001.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593882	60,127.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593883	53,495.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593884	61,081.78	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593885	119,357.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593886	87,608.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593887	94,205.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593889	68,751.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593890	71,439.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593891	180,753.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593892	143,729.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593893	125,077.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593895	96,104.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593896	161,800.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593897	68,894.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593898	94,991.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593900	110,096.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6593956	80,063.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593957	47,168.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593958	60,204.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593959	8,706.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593960	33,388.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593961	82,756.70	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593962	49,178.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593963	259,339.43	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593964	313,881.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593965	277,048.55	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593966	101,504.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593967	42,383.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593968	58,138.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593969	53,307.53	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593970	69,642.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593971	91,489.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593972	50,830.23	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593973	118,523.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593974	20,874.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593975	16,093.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593976	82,968.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593977	55,732.39	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593979	129,999.15	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6593980	69,726.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6594036	130,159.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594037	130,067.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594038	107,164.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594039	112,029.80	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594040	98,524.77	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594041	248,169.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594042	43,255.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594043	229,341.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594044	78,757.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594045	97,777.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594046	45,534.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594047	122,030.98	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594048	192,260.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594049	142,502.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594050	171,001.97	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594051	18,831.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594052	25,180.38	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594053	65,556.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594054	6,787.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594055	41,464.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594056	35,763.94	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594057	46,577.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594058	45,091.62	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594059	44,891.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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	Lost 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
1	Instrument Bond Lost	6594113	4,511.12	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594114	13,820.40	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594115	20,573.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594116	118,454.36	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594117	1,416.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594118	30,634.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594119	39,269.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594120	54,461.09	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594121	41,030.99	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594122	28,784.34	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594123	21,926.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594124	45,175.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594125	14,479.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594126	46,767.12	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594127	46,715.73	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594128	21,338.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594129	55,045.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594130	31,636.69	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594131	36,561.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594132	32,725.50	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594133	27,512.05	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594134	3,185.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594135	2,031.36	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594136	36,149.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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	Lost Instrument Bond	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
1	Instrument Bond Lost	6594190	41,380.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594191	50,186.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594192	100,661.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594193	95,917.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594194	78,012.79	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594195	55,065.58	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594196	100,541.41	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594197	56,490.01	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594198	26,780.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594199	49,977.42	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594200	29,488.13	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594201	85,894.18	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594202	43,424.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594203	108,138.04	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594204	62,966.44	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594205	70,678.16	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594206	89,408.64	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594207	104,517.11	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594208	104,073.18	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594209	102,112.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594210	114,869.20	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594211	77,274.75	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594212	101,483.08	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594213	26,234.72	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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	Lost 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
1	Instrument Bond Lost	6594267	55,238.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594268	25,901.84	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594269	43,253.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594270	29,604.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594271	39,140.90	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594272	31,860.51	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594273	32,129.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594274	26,624.54	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594275	42,626.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594276	22,509.22	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594277	36,023.66	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594278	28,739.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594279	32,393.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594280	33,475.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594281	35,689.26	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594282	33,630.95	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594283	38,519.19	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594284	20,137.67	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594285	26,347.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594286	34,094.24	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594287	29,323.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594288	15,510.02	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594289	40,362.93	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost	6594290	28,351.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
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
3,443	Lost Instrument Bond Total		352,664,952.67				
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
3	Notary Public Bond Total		30,000.00				
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
7	Subdivision Bond Total		835,777.00				
1	Workers Compensation Bond	6525118	220,000.00	WASHINGTON MUTUAL, INC.	STATE OF CALIFORNIA.	6/17/08	6/17/09
1	Workers Compensation Bond Total		220,000.00				
4,046	Grand Total		381,138,517.37				

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

- 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

(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

- 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

- 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

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

Case No. 1:09-cv-00533 RMC

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.

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. Stochak

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 "P"

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., ¹	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	Jointly Administered
-----	X	
JP MORGAN CHASE BANK, N.A.	:	Adversary Proceeding No. 09-50551
	:	
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

¹ 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> , ¹	:	Case No. 08-12229 (MFW)
	:	
Debtors.	:	Jointly Administered
-----X	-----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	-----X	

¹ 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
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: _____

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
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. Stochak

SULLIVAN & CROMWELL LLP
Attorneys for JPMorgan Chase & Co.
and JP Morgan Chase Bank, N.A.
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

-and-

1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Telephone: (202) 956-7500
Facsimile: (202) 293-6330

By: _____
Robert A. Sacks

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.

SO ORDERED this ____ day
of April, 2011

HONORABLE ROSEMARY M. COLLYER
UNITED STATES DISTRICT JUDGE

EXHIBIT "L"

WMI MEDICAL PLAN OBLIGATIONS

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	Whorham	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

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	PARESE	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	FERRUFFINO	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

K19036-S01W, K19035-S01W

Met Life

191511-G, 191514-G

Hartford

VG153

Sun Life

G171, G172, G180, G187, G188

Minnesota Life

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	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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Carrier	Issue Date	Policy #
Mass Mutual	3/28/06	0070249
Mass Mutual	3/28/06	0070250

Carrier	Issue Date	Policy #
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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 KELP	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)

Counterparty	Title of Agreement	Date of Agreement
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

Counterparty	Title of Agreement	Date of Agreement
	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)

Counterparty	Title of Agreement	Date of Agreement
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
National Field Representatives, Inc.	First Amendment to Professional Services Agreement	6/29/2007
	Property Inspection and Preservation Contract	12/3/2001
Paradigm DKD Tax Group LLC	Consulting Services Agreement	1/25/2005

Counterparty	Title of Agreement	Date of Agreement
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)

Counterparty	Title of Agreement	Date of Agreement
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		

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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
INVESTITOI	Canada	000	Washington Mutual, Inc.	1,070,760	8/11/2000	TMA631,756	2/2/2005
INVESTITOI	Community	036 038 042	Washington Mutual, Inc.	1804855	8/11/2000	1804855	12/19/2001
INVESTITOI.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
WAMOOLA	United States	028	Washington Mutual, Inc.	78/428,943	6/2/2004	3,130,751	8/15/2006
WAMOOLA FOR COMMUNITIES	United States	036	Washington Mutual, Inc.	78/465,513	8/11/2004	3,127,786	8/8/2006
WAMOOLA FOR L.I.F.E.	United States	041	Washington Mutual, Inc.	78/428,940	6/2/2004	3,018,739	11/22/2005
WAMOOLA 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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WAMOOLA FOR SCHOOLS	United States	036	Washington Mutual, Inc.	78/354,840	1/21/2004	3,139,843	9/5/2006
WAMOOLA FOR SCHOOLS	United States	009	Washington Mutual, Inc.	78/354,838	1/21/2004	3,169,399	11/7/2006
WAMOOLA 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

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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	060	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	

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washingtonmutualhomeloan.net
washingtonmutualhomeloan.org
washingtonmutualhomeloaninc.com
washingtonmutualhomeloanrate.com
washingtonmutualhomeloans.com
washingtonmutualhomeloans.net

premiumpointsplussucks.com
previdian.com
principioseguro.com
principioseguro.net
principioseguro.org
prividian.com
prnint.com
propoints.net
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providianairpoints.com
providianallpoints.com
providianallpoints.net
providianallpoints.org
providianapply.com
providianauto loans.com
providianbancorp.com
providianbank.com
providian-bank.com
providianbenefits.com
providianbenefits.org
providiancadr.com
providiancapital.com
providiancard.com
providiancares.com
providiancarloans.com
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providianjobs.com
providianloan.com
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providianloans.com
providian-loans.com
providianmastercard.com
providianmediacenter.com
providianmiles.com
providiannews.com
providianonline.com
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providianpersonalregistry.com
providianpoints.com
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wamufreechecking.com
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webcard.biz
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webcardnews.com
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westernbank.com
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providiansavings.com
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providianservice.com
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providian-services.com
providianservicing.com
providiansmartvisa.biz
providiansmartvisa.com
providiansucks.com
providiansucks.org
providianvisacard.com
providianvisaclassic.com
providianvisagold.com
providianwebcard.com
providingmore.com
prvidian.com
pvn.com
pvn1nt.com
ratefaker.com
readersrewards.com
replayextremerewards.com
samportfolios.net
samportfolios.org
saveforamerica.net
schoolsavings.biz
schoolsavings.info
schoolsavings.us
sendirect.net
sivagefinancial.com
smartchipcreditcard.com
smartchipcreditcard.net
smartchipcreditcard.org
smartvisanow.com
specialtydashboard.com
spotlightonschools.com
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thewamuway.com
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totalaccessvisa.com
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trappedbanker.com

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wamumortgageplus.com
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wamumortgageplus.org
wamumortgages.com
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wamumsc.biz
wamumsc.com
wamumsc.info
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wwwashingtonmutual.com
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wwwashingtonmutual.org
wwwmloans.com
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youraccountservices.com
yourcardfast.com
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yourmarketplaceonline.com
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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	7/1/1983		
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

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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

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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		
EXTREME LINE	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

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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 (Tradenamc)	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
GW BANKPHONE	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	2,090,583	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 - 518 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

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		
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 AHIMANSON MORTGAGE RESIDENTIAL LOAN 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		11,548-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 COMPANY NA (AND DESIGN)	Texas	036	Washington Mutual Bank, FA	N/A	8/17/1992	52117	9/28/1992

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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	2/20/1986
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

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
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

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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 (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

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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

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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

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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 ESTABLISHMENT	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	74/643,274	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

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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

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		
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 TX0004335789 TX0004357329 TX0004379051 TX0004402492 TX0004437615	1996-04-26 1996-09-05 1996-09-30 1996-12-05 1996-12-24 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
1031intercambio.com
aria.com
ariabillsnap.com
ariaservice.com
ariasucks.com
cedarbrookcenter.com
cedarbrookcenter.net
kerrykillinger.com
kerrykillinger.net
kerrykillinger.org
killinger.net
killinger.org
na1031.com
na1031.net
na1031.org
timcor.com
timcor.net
timcor.org
timcor1031.net
timcor1031.org
timcor1031exchange.com
timcor1031exchange.net
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gobuysmart.biz
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buysmartcentral.org
buysmarthere.biz
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buysmarthere.net
buysmarthere.org
buysmartoffers.biz
buysmartoffers.com
buysmartoffers.info
buysmartoffers.net
buysmartoffers.org
buysmartsaving.biz
buysmartsaving.com
buysmartsaving.info
buysmartsaving.net
buysmartsaving.org
buysmartsavings.biz
buysmartsavings.com
buysmartsavings.info
buysmartsavings.net
buysmartsavings.org
wamuinc.net

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, 1998.¹
2. Dime Bancorp, Inc., and its subsidiaries as of January 4, 2002, for all tax years ending on or prior to January 4, 2002.²

¹ 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.

² 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**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
2180	Brandt Burghall	\$225,000.00
3059	Debra Kegel	\$314,870.00
101	Fred Schweer	\$264,174.67
418	Harold J. Hendricks	\$308,379.00
1720	Karin Hill	\$24,664.80
2883	Kathleen C. O'Mara	U
2929	Melody Gayeski	\$23,987.39
1292	Michael Moore	\$181,000.00
323	Robert Thurston	\$150,625.00
1024	Ruth Price	\$4,232.02
Total:	<u>10</u>	<u>\$1,496,932.88</u>

Plan Name: ASB – SERP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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 Johnette Dowden	\$1,420,320.00
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:	34	\$16,449,634.51

Plan Name:	Coast Federal Bank - Officers & Directors	
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
3792	C. William Jackson	\$500,000.00
2460	Christine Stalder	\$305,747.00
2458	Fred Stalder	\$1,222,989.00
463	Harry Pflaumer	\$176,484.00
689	Leon Angvire	\$29,600.00
2447	Morris Sievert	\$5,105.58
3455	Patricia Fritz	\$102,941.16
782	W M Huyck	U
190, 191	Walter Holly	\$1,300,000.00
Total:	9	\$3,642,866.74

Plan Name:		Coast Federal Bank - SERP
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
127	Gilbert Farley	\$1,553,508.30
177	Donald Konrad	\$303,000.00
Total:	2	\$1,856,508.30

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:	20	\$490.25

Plan Name: **Dime - Dir. Ret. Cont.**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2472	Addison Keim	U
2485	Edward Pierce	U
1018	Elizabeth Fanta	U
2215	John Satriale	U
2519	Rebecca Johnson	U
963	Robert Benson	U
3138	Robert Britton	U
3134	Robert Mahony	U
2718	Sanford Zimmerman	U
3040	Virginia Kopp	U
Total:	10	\$0.00

Plan Name: **Dime - EVP SERP**
Dime - NAMCO SERP
Dime - Individual Contracts

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
2493	Carlos R. Munoz	U	Dime - EVP SERP
3105	David Totaro	U	Dime - EVP SERP
2437	Eugene C. Brooks	U	Dime - EVP SERP
2481	Fred B. Koons	U	Dime - EVP SERP
2214	Jack L. Wagner	U	Dime - EVP SERP
3082	James M. Mack	U	Dime - EVP SERP
2523	Thomas Ducca	U	Dime - EVP SERP
2993	Covington (Diana) Hardee	U	Dime - Individual Contracts
3620	Harry W. Albright	\$10,481.01	Dime - Individual Contracts
2168	James Large	U	Dime - Individual Contracts
2216	John W. Sapanski	U	Dime - Individual Contracts
2167	Richard Parsons	U	Dime - Individual Contracts
Total:	12	\$10,481.01	

Plan Name: **Dime - Vol. DCP DC**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3041	Edmund T Valenski	U
3085	Gerald D Filandro	U
2552	James E. Kelly	U
3082	James M. Mack	U
244	Jane E Silverman	\$31,649.39
3673	John J Abruzzo	\$83,819.29
2740	Kenneth A Schmidt	U
2169	Kevin J McLaughlin	U
2393	Norman Stafford	U
3083	Paul Carroll	U
2548	Paul L Brandel	U
3136	Richard Loconte	U
3144	Robert K Kettenmann	U
2870	Roberta S Treacy	\$31,469.14
2162	Shirley B Bresler	U
2717	Stephen M Lane	U
2501	William M Neuner	U
2511	William S Burns	U
Total:	18	\$146,937.82

Plan Name: **Dime - Vol. DCP Dir BTA**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3062	Eugene G. Schulz Jr.	U
Total:	1	\$0.00

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**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
818	Joe Jackson	\$715,651.89
Total:	1	\$715,651.89

Plan Name: **Great Western - DCP - MLC**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
2423	David Anderson	U
821	James Little	\$218,424.89
3011	Marilynn Pylant	\$158,441.27
2336	Mark Robbins	\$2,802,014.36
3152	Rahim Shamash	\$557,409.72
907	Randall Seltz	\$80,000.00
1204	Richard Califano	\$49,468.85
3337	Rick Kirk	\$438,087.82
1505	Robert Vance	\$41,672.91
3646	Saiid Rastegar	\$115,637.86
661	Stanley Konopacki	\$384,679.58
2702	Steven Johnson	\$146,965.00
3030	Susan Goldstein	\$188,983.00
885	Thomas Golon	\$178,871.00
Total:	<u>14</u>	<u>\$5,358,706.26</u>

Plan Name: **Great Western - DCP - S&C**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
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:	<u>22</u>	<u>\$1,741,074.84</u>

Plan Name: **Great Western - DCP - SO**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
910	Alice Schenk	\$439,461.93
858	Allan Frazier	\$84,474.62
3231	Barry Himel	\$30,370.14
460	Carl Geuther	U
384	Charles Rossetti	\$101,458.41
1577	Charles Sledd	\$49,958.52
1529	Donald Cameron	\$66,808.00
820	Edward Krause	U
448	Gloria Crane	\$31,898.98
1112	Jane Wood	\$60,680.60
818	Joe Jackson	\$715,651.89
456	John Maher	U
1137	Michael Clawson	\$46,651.37
3216	Patricia Benninger	\$37,949.90
472	R. Altman	\$429,155.14
Total:	15	\$2,094,519.50

Plan Name: **Great Western - Dir DCP**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
3915	James Montgomery	U
421	John Giovenco	\$69,764.50
Total:	2	\$69,764.50

Plan Name:		Great Western - Director Retirement
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
2590	Don Combs	\$125,298.00
470	H. Frederick Christie	\$11,650.00
378, 3915	James F. Montgomery	U
459	Janice Gryp	\$20,261.74
1129	John Beane	\$218,830.00
447	John D. Alexander	U
456	John F. Maher	U
421	John V. Giovenco	\$69,764.50
2983	Margaret North	\$63,000.00
970	Mary Davis	\$591,250.00
450	Willis Wood	U
Total:	11	\$1,100,054.24

Plan Name: **Great Western - ESIP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
482	J. L. Erikson	U
3915	James F. Montgomery	U
818	Joe M. Jackson	\$715,651.89
	Ursula(Michael)	
1605	Pappas	\$450,000.00
Total:	4	\$1,165,651.89

Plan Name: **Great Western - GMS**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
2944	Harold Johnson	U
2948	Gerald Pittenger	U
Total:	2	\$0.00

Plan Name: **Great Western - Gratuitous Retirement**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2235	Robert Holmes	U
411	Francis Jacobs	\$55,500.00
1333	James Kemp	\$179,731.00
898	William Lemmon	U
1628	Bonnie Miller	\$1,590.57
783	Donna Salvin	U
Total:	6	\$236,821.57

Plan Name: **Great Western - Restoration**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
1679	Bruce Antenberg	U
1246	Ernest Lyons	\$374,004.90
481	Jerry Weeks	U
1680	Leni Antenberg	U
471	Phillip Altman	U
Total:	5	\$374,004.90

Plan Name: **Great Western - SERP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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:

Providian - DCP

Filed Claim Amount
(U = Unliquidated
Claim)

<u>Proof of Claim #</u>	<u>Claimant</u>	
2237	Daniel Sanford	\$189,145.50
3080	Ellen Richey	U
790	Ron Claveloux	\$1,812,415.36
2211	Tom Clancy	\$102,596.99
	Total:	<u>4</u>
		<u>\$2,104,157.85</u>

Plan Name: **Providian - Individual Contract (Montanari)**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
3698	Julie Montanari	\$808,678.39
Total:	1	\$808,678.39

Plan Name: **Dime – KERP**
ASB – ELIP

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: **Dime – KELP**
ASB – ELIP

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 - KELP
2217	John B Pettit Jr	U	Dime - KELP
1730	John Bent	U	Dime - KELP
2263	John J Monaghan	\$477,000.00	Dime - KELP
2219	John V Brull	U	Dime - KELP
3076	Joseph Jiannetto	U	Dime - KELP
2628	Lawrence J Toal	U	Dime - KELP
3067	Lawrence W Peters C O J Andrew Rahl Jr	U	Dime - KELP
3086	Marie Alleva C O Andrew Rahl Jr	U	Dime - KELP
2427	Michael A Gallagher	U	Dime - KELP
2490	Munoz, Carlos 1999 Irrevocable Life Insurance Trust	U	Dime - KELP
2418	Murray F Mascis	U	Dime - KELP
3079	Murray F Mascis 1999 Insurance Trust C O Andrew	U	Dime - KELP
2393	Norman J Stafford	U	Dime - KELP
3056	Peyton R Patterson C O J Andrew Rahl Jr	U	Dime - KELP
3270	Phyllis Marino C O J Andrew Rahl Jr	U	Dime - KELP
2167	Richard Parsons	U	Dime - KELP
2164	Richard Terzian Co J Andrew Rahl Jr Esq	U	Dime - KELP
3089	Richard A Mirro C O J Andrew Rahl Jr Esq	U	Dime - KELP
3092	Richard A Mirro Irrevocable Trust C O J Andrew Rahl Jr	U	Dime - KELP
2165	Richard H Terzian And Bretta D Terzian Revocable	U	Dime - KELP
1536	Rita L Bligh	\$80,805.00	Dime - KELP
3190	Robert Murphy C O J Andrew Rahl Jr Esq	U	Dime - KELP
2166	Robert Turner	U	Dime - KELP
3144	Robert K Kettenmann	U	Dime - KELP

Plan Name: **Dime – KELP**
ASB – ELIP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
3141	Robert K Kettenmann 1997 Irrevocable Life Insurance Trust	U	Dime - KELP
3214	Roger Williams	\$480,000.00	Dime - KELP
3037	Stark, Dennis (dennis E Stark Fund At The Rhode Island Community Foundation)	U	Dime - KELP
2995	The Arthur Bennett Trust Uad May 22 2001	U	Dime - KELP
3074	The James M Large Jr September 1999 Trust C O J Andrew Rahl Jr	U	Dime - KELP
3072	The Lawrence W Peters Trust C O J Andrew Rahl Jr	U	Dime - KELP
2406	The Norman J Stafford Irrevocable Insurance Trust	U	Dime - KELP
1817	Thomas Vanarsdale	U	Dime - KELP
2523	Thomas J Ducca	U	Dime - KELP
2163	Thomas Vanarsdale	U	Dime - KELP
3186	Toal Descendants Insurance Trust C O J Andrew Rahl Jr	U	Dime - KELP
3106	Toal Family Insurance Trust C O J Andrew Rahl Jr	U	Dime - KELP
3188	William Phillips C O J Andrew Rahl Jr	U	Dime - KELP
1366	Arthur Porter	\$1,591,000.00	ASB - ELIP
2666	Don L Rigsbee	\$200,000.00	ASB - ELIP
1881	W B Robinson	\$670,000.00	ASB - ELIP
Total:	69	\$8,189,779.00	

Plan Name:	CCBI – Individual Contracts	
		Filed Claim Amount (U = Unliquidated Claim)
<u>Proof of Claim #</u>	<u>Claimant</u>	
2684	James Daley	\$827,377.00
Total:	1	\$827,377.00

Plan Name:		Miscellaneous Individual Contracts	
		Filed Claim Amount (U = Unliquidated Claim)	
Proof of Claim #	Claimant		
2407	Alice Bogue		U
2326	James Calderhead		U
1234	Norma Fine-Eckley		U
706	Barbara Newbould	\$700.68	
1389	Avon Pirozuk	\$10,921.75	
1595	Louise Arneson	\$28,107.38	
2256	Daniel Relf		U
635	Anthony Nocella	\$2,022,720.00	
634	Barry Burkholder	\$3,155,136.00	
Total:	9	\$5,217,585.81	

Wells Fargo Great Western Trustee Claims					
Date Filed	Claim No.	Name	Total Filed Claim Amount	Debtor Name	Nature
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)
2180	Brandt Burghall	\$225,000.00
3059	Debra Kegel	\$314,870.00
101	Fred Schweer	\$264,174.67
418	Harold J. Hendricks	\$308,379.00
1720	Karin Hill	\$24,664.80
2883	Kathleen C. O'Mara	U
2929	Melody Gayeski	\$23,987.39
1292	Michael Moore	\$181,000.00
323	Robert Thurston	\$150,625.00
1024	Ruth Price	\$4,232.02
Total:	10	\$1,496,932.88

Plan Name: ASB - SERP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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 Johnette Dowden	\$1,420,320.00
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:	34	\$16,449,634.51

Plan Name: **Coast Federal Bank - Officers & Directors**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3792	C. William Jackson	\$500,000.00
2460	Christine Stalder	\$305,747.00
2458	Fred Stalder	\$1,222,989.00
463	Harry Pflaumer	\$176,484.00
689	Leon Angvire	\$29,600.00
2447	Morris Sievert	\$5,105.58
3455	Patricia Fritz	\$102,941.16
782	W M Huyck	U
190, 191	Walter Holly	\$1,300,000.00
Total:	9	\$3,642,866.74

Plan Name:	Coast Federal Bank - SERP	
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
127	Gilbert Farley	\$1,553,508.30
177	Donald Konrad	\$303,000.00
Total:	2	\$1,856,508.30

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:	20	\$490.25

Plan Name: **Dime - Dir. Ret. Cont.**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2472	Addison Keim	U
2485	Edward Pierce	U
1018	Elizabeth Fanta	U
2215	John Satriale	U
2519	Rebecca Johnson	U
963	Robert Benson	U
3138	Robert Britton	U
3134	Robert Mahony	U
2718	Sanford Zimmerman	U
3040	Virginia Kopp	U
Total:	10	\$0.00

Plan Name: **Dime - EVP SERP**
Dime - NAMCO SERP
Dime - Individual Contracts

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
2493	Carlos R. Munoz	U	Dime - EVP SERP
3105	David Totaro	U	Dime - EVP SERP
2437	Eugene C. Brooks	U	Dime - EVP SERP
2481	Fred B. Koons	U	Dime - EVP SERP
2214	Jack L. Wagner	U	Dime - EVP SERP
3082	James M. Mack	U	Dime - EVP SERP
2523	Thomas Ducca	U	Dime - EVP SERP
2993	Covington (Diana) Hardee	U	Dime - Individual Contracts
3620	Harry W. Albright	\$10,481.01	Dime - Individual Contracts
2168	James Large	U	Dime - Individual Contracts
2216	John W. Sapanski	U	Dime - Individual Contracts
2167	Richard Parsons	U	Dime - Individual Contracts
Total:	12	\$10,481.01	

Plan Name: **Dime - Vol. DCP DC**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3041	Edmund T Valenski	U
3085	Gerald D Filandro	U
2552	James E. Kelly	U
3082	James M. Mack	U
244	Jane E Silverman	\$31,649.39
3673	John J Abruzzo	\$83,819.29
2740	Kenneth A Schmidt	U
2169	Kevin J McLaughlin	U
2393	Norman Stafford	U
3083	Paul Carroll	U
2548	Paul L Brandel	U
3136	Richard Loconte	U
	Robert K	
3144	Kettenmann	U
2870	Roberta S Treacy	\$31,469.14
2162	Shirley B Bresler	U
2717	Stephen M Lane	U
2501	William M Neuner	U
2511	William S Burns	U
Total:	18	\$146,937.82

Plan Name: **Dime - Vol. DCP Dir BTA**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
3062	Eugene G. Schulz Jr.	U
Total:	1	\$0.00

Plan Name: **Great Western - DC Make-Up**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
818	Joe Jackson	\$715,651.89
Total:	1	\$715,651.89

Plan Name: **Great Western - DCP - MLC**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2423	David Anderson	U
821	James Little	\$218,424.89
3011	Marilynn Pylant	\$158,441.27
2336	Mark Robbins	\$2,802,014.36
3152	Rahim Shamash	\$557,409.72
907	Randall Seltz	\$80,000.00
1204	Richard Califano	\$49,468.85
3337	Rick Kirk	\$438,087.82
1505	Robert Vance	\$41,672.91
3646	Saiid Rastegar	\$115,637.86
661	Stanley Konopacki	\$384,679.58
2702	Steven Johnson	\$146,965.00
3030	Susan Goldstein	\$188,983.00
885	Thomas Golon	\$178,871.00
Total:	14	\$5,358,706.26

Plan Name: Great Western - DCP - S&C		Filed Claim Amount
Proof of Claim #	Claimant	(U = Unliquidated Claim)
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>22</u> <u>\$1,741,074.84</u>

Plan Name: **Great Western - DCP - SO**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
910	Alice Schenk	\$439,461.93
858	Allan Frazier	\$84,474.62
3231	Barry Himel	\$30,370.14
460	Carl Geuther	U
384	Charles Rossetti	\$101,458.41
1577	Charles Sledd	\$49,958.52
1529	Donald Cameron	\$66,808.00
820	Edward Krause	U
448	Gloria Crane	\$31,898.98
1112	Jane Wood	\$60,680.60
818	Joe Jackson	\$715,651.89
456	John Maher	U
1137	Michael Clawson	\$46,651.37
3216	Patricia Benninger	\$37,949.90
472	R. Altman	\$429,155.14
Total:	15	\$2,094,519.50

Plan Name: **Great Western - Dir DCP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
381	James Montgomery	U
421	John Giovenco	\$69,764.50
Total:	2	\$69,764.50

Plan Name:	Great Western - Director Retirement	
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
2590	Don Combs	\$125,298.00
470	H. Frederick Christie	\$11,650.00
378, 3915	James F. Montgomery	U
459	Janice Gryp	\$20,261.74
1129	John Beane	\$218,830.00
447	John D. Alexander	U
456	John F. Maher	U
421	John V. Giovenco	\$69,764.50
2983	Margaret North	\$63,000.00
970	Mary Davis	\$591,250.00
450	Willis Wood	U
Total:	11	\$1,100,054.24

Plan Name: **Great Western - ESIP**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount</u> <u>(U = Unliquidated Claim)</u>
482	J. L. Erikson	U
3915	James F. Montgomery	U
818	Joe M. Jackson	\$715,651.89
	Ursula(Michael)	
1605	Pappas	\$450,000.00
Total:	4	\$1,165,651.89

Plan Name: **Great Western - GMS**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
2944	Harold Johnson	U
2948	Gerald Pittenger	U
Total:	2	\$0.00

Plan Name: **Great Western - Gratuitous Retirement**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2235	Robert Holmes	U
411	Francis Jacobs	\$55,500.00
1333	James Kemp	\$179,731.00
898	William Lemmon	U
1628	Bonnie Miller	\$1,590.57
783	Donna Salvin	U
Total:	6	\$236,821.57

Plan Name: **Great Western - Restoration**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
1679	Bruce Antenberg	U
1246	Ernest Lyons	\$374,004.90
481	Jerry Weeks	U
1680	Leni Antenberg	U
471	Phillip Altman	U
Total:	5	\$374,004.90

Plan Name: **Great Western - SERP**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
835	Aldo T. Lombardi	\$203,281.00
460	Carl F. Geuther	U
455, 2915	Clifford A. Miller	U
469	Curtis J. Crivelli	U
457, 2741, 2771	Deborah Lascale	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:

Providian - DCP

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
2237	Daniel Sanford	\$189,145.50
3080	Ellen Richey	U
790	Ron Claveloux	\$1,812,415.36
2211	Tom Clancy	\$102,596.99
	Total:	\$2,104,157.85

Plan Name: **Providian - Individual Contract (Montanari)**

<u>Proof of Claim #</u>	<u>Claimant</u>	<u>Filed Claim Amount (U = Unliquidated Claim)</u>
3698	Julie Montanari	\$808,678.39
Total:	1	\$808,678.39

Plan Name: **Dime - KELP**
ASB - ELIP

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 - KELP
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: **Dime - KELP**
ASB - ELIP

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 - KELP
2217	John B Pettit Jr	U	Dime - KELP
1730	John Bent	U	Dime - KELP
2263	John J Monaghan	\$477,000.00	Dime - KELP
2219	John V Brull	U	Dime - KELP
3076	Joseph Jiannetto	U	Dime - KELP
2628	Lawrence J Toal	U	Dime - KELP
3067	Lawrence W Peters C O J Andrew Rahl Jr	U	Dime - KELP
3086	Marie Alleva C O Andrew Rahl Jr	U	Dime - KELP
2427	Michael A Gallagher	U	Dime - KELP
2490	Munoz, Carlos 1999 Irrevocable Life Insurance Trust	U	Dime - KELP
2418	Murray F Mascis	U	Dime - KELP
3079	Murray F Mascis 1999 Insurance Trust C O Andrew	U	Dime - KELP
2393	Norman J Stafford	U	Dime - KELP
3056	Peyton R Patterson C O J Andrew Rahl Jr	U	Dime - KELP
3270	Phyllis Marino C O J Andrew Rahl Jr	U	Dime - KELP
2167	Richard Parsons	U	Dime - KELP
2164	Richard Terzian Co J Andrew Rahl Jr Esq	U	Dime - KELP
3089	Richard A Mirro C O J Andrew Rahl Jr Esq	U	Dime - KELP
3092	Richard A Mirro Irrevocable Trust C O J Andrew Rahl Jr	U	Dime - KELP
2165	Richard H Terzian And Bretta D Terzian Revocable	U	Dime - KELP
1536	Rita L Bligh	\$80,805.00	Dime - KELP
3190	Robert Murphy C O J Andrew Rahl Jr Esq	U	Dime - KELP
2166	Robert Turner	U	Dime - KELP
3144	Robert K Kettenmann	U	Dime - KELP
3141	Robert K Kettenmann 1997 Irrevocable Life Insurance Trust	U	Dime - KELP

Plan Name: **Dime - KERP**
ASB - ELIP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
3214	Roger Williams	\$480,000.00	Dime - KERP
3037	Stark, Dennis (dennis E Stark Fund At The Rhode Island Community Foundation)	U	Dime - KERP
2995	The Arthur Bennett Trust Uad May 22 2001	U	Dime - KERP
3074	The James M Large Jr September 1999 Trust C O J Andrew Rahl Jr	U	Dime - KERP
3072	The Lawrence W Peters Trust C O J Andrew Rahl Jr	U	Dime - KERP
2406	The Norman J Stafford Irrevocable Insurance Trust	U	Dime - KERP
1817	Thomas Vanarsdale	U	Dime - KERP
2523	Thomas J Duca	U	Dime - KERP
2163	Thomas Vanarsdale	U	Dime - KERP
3186	Toal Descendants Insurance Trust C O J Andrew Rahl Jr	U	Dime - KERP
3106	Toal Family Insurance Trust C O J Andrew Rahl Jr	U	Dime - KERP
3188	William Phillips C O J Andrew Rahl Jr	U	Dime - KERP
1366	Arthur Porter	\$475,000.00	ASB - ELIP
2666	Don L Rigsbee	\$200,000.00	ASB - ELIP
1881	W B Robinson	\$670,000.00	ASB - ELIP
Total:	69	\$7,073,779.00	

Plan Name:	CCBI - Individual Contracts	
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
2684	James Daley	\$827,377.00
Total:	1	\$827,377.00

Plan Name:	Miscellaneous Individual Contracts	
		Filed Claim Amount (U = Unliquidated Claim)
Proof of Claim #	Claimant	
2407	Alice Bogue	U
2326	James Calderhead	U
1234	Norma Fine-Eckley	U
706	Barbara Newbould	\$700.68
1389	Avon Pirozuk	\$10,921.75
1595	Louise Arneson	\$28,107.38
2256	Daniel Relf	U
635	Anthony Nocella	\$2,022,720.00
634	Barry Burkholder	\$3,155,136.00
Total:	9	\$5,217,585.81

Wells Fargo Great Western Trustee Claims					
Date Filed	Claim No.	Name	Total Filed Claim Amount	Debtor Name	Nature
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 BISSOO	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 HENSCHEL	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	Washington Mutual, Inc.	Priority
2273	U	Unliquidated	STAKELON	Washington Mutual, Inc.	General Unsecured
2277	U	Unliquidated	KRYSTYNA KACZMARSKI	Washington Mutual, Inc.	General Unsecured
2358	U	Unliquidated	VIRGINIA J MAGUIRE	Washington Mutual, Inc.	General Unsecured
2434	U	Unliquidated	RUBY P ALDERMAN	Washington Mutual, Inc.	Priority
2474	U	Unliquidated	ROBERT S NOBLE	Washington Mutual, Inc.	General Unsecured
2488	U	Unliquidated	Norman Parker	Washington Mutual, Inc.	Secured
2491	U	Unliquidated	JAMES L HESTER	Washington Mutual, Inc.	Priority
2502	U	Unliquidated	THERESE A ASTI	Washington Mutual, Inc.	Priority
2508	U	Unliquidated	Merrill Wall	Washington Mutual, Inc.	Secured
2510	U	Unliquidated	Robert Stevens	Washington Mutual, Inc.	Secured
2514	U	Unliquidated	Charles Rinehart	Washington Mutual, Inc.	Secured
2517	U	Unliquidated	Edward McGrath	Washington Mutual, Inc.	Secured
2557	U	Unliquidated	George Miranda	Washington Mutual, Inc.	Secured
2596	U	Unliquidated	MARILYN E KIRK	Washington Mutual, Inc.	General Unsecured
2657	U	Unliquidated	SHIFFIE DILIBERTO	Washington Mutual, Inc.	General Unsecured
2751	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	Washington Mutual, Inc.	Priority
3119	U	Unliquidated	ELEFThERiADiS 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

POC #	Claimant Name	Filed Claim Amount	Debtor	Nature
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

<u>CARRIER</u>	<u>POLICY</u>	<u>YEARS</u>
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

POC #	Claimant Name	Filed Claim Amount	Debtor	Nature
2838	RICHARD GREGORY SKINNER	\$214,699.00	Washington Mutual, Inc.	Priority

Safeco Surety Bond Claim

Date Filed	Claim No.	Name	Total Filed Claim Amount	Debtor Name	Nature
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

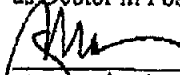
Section 1.1 Termination Date. Section 7.3 of the Agreement, entitled "*Termination of Agreement*", is hereby modified by deleting the words "April 30, 2011" through the conclusion of such section and inserting "May 31, 2011" in lieu thereof.

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.

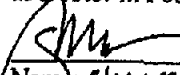
WASHINGTON MUTUAL, INC.,
as Debtor in Possession

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 A. 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:

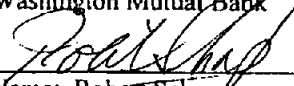
WMI INVESTMENT CORP.,
as Debtor in Possession

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. Hadava, 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.

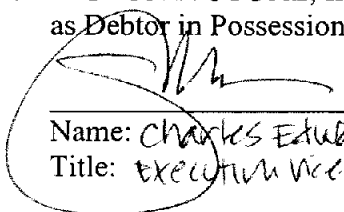
Section 1.3 Termination Date. Section 7.3 of the Agreement, entitled "Termination of Agreement", is hereby modified by deleting the words "May 31, 2011" through the conclusion of such section and inserting "August 31, 2011" in lieu thereof.

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.

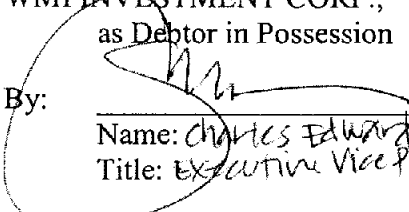
WASHINGTON MUTUAL, INC.,
as Debtor in Possession

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

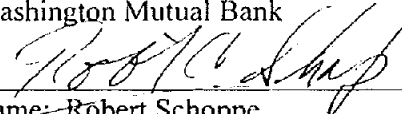
THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS

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. ("*WMF*") and WMI Investment Corp. ("*WMIC*") 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

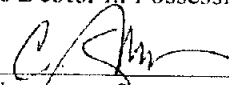
Section 1.1 Termination Date. Section 7.3 of the Agreement, entitled "*Termination of Agreement*", is hereby modified by deleting the words "August 31, 2011" and inserting "October 15, 2011" in lieu thereof.

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.

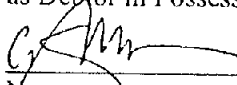
WASHINGTON MUTUAL, INC.,
as Debtor in Possession

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: *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, 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. Kimminger
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

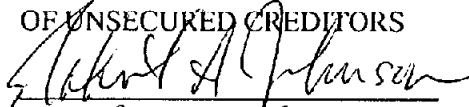
By: 
Name: Robert A. Johnson
Title: Authorized Representative
Akin Gump Strauss Hauer & Feld LLP

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 Depository, 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 of 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 Depository, Euroclear or Clearstream, a Person who has an account with the Depository, 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-77bbb).

“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.

<u>Term</u>	<u>Defined in Section</u>
“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 Depository, 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 Depository may provide its proxy to the beneficial owners of interests in any such Global Note through such Depository'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 Depository 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 Depository 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 Depository 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.¹

(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.

¹ 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-

ity 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

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

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:

[Signature Page to Senior First Lien Notes Indenture]

[]
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>
----------------------------------	---	---	---	--

* This schedule should be included only if the Note is issued in global form.

Exhibit B

Disclosure Statement Order

[TO BE INSERTED]

Exhibit C

Updated Liquidation Analysis

Liquidation Analysis for Each Debtor

Pursuant to section 1129(a)(7) of the Bankruptcy Code (the “Best Interest Test”), each holder of an impaired Claim or Equity Interest must either (i) accept the Seventh Amended Plan, or (ii) receive or retain under the Seventh Amended Plan property of a value, as of the Effective Date, that is not less than the value such non-accepting holder would receive or retain if the Debtors were to be liquidated pursuant to chapter 7 of the Bankruptcy Code on the Effective Date. In determining whether the Best Interest Test has been met, the first step is to determine the dollar amount that would be generated from a hypothetical liquidation of the Debtors’ assets in chapter 7. The gross amount of Cash available would be the sum of the proceeds from the disposition of the Debtors’ assets and the Cash held by the Debtors at the commencement of their chapter 7 cases (the “Chapter 7 Cases”). Such amount then would be reduced by the costs and expenses of the liquidation. Prior to determining whether the Best Interest Test has been met for general unsecured creditors, further reductions would be required to eliminate Cash and asset liquidation proceeds that would be applied to Secured Claims and amounts necessary to satisfy chapter 11 Administrative Expense Claims, Priority Tax Claims, and Priority Non-Tax Claims that are senior to General Unsecured Claims, including any incremental Administrative Expense Claims that may result from the termination of the Debtors’ businesses and the liquidation of assets. Any remaining Cash would be available for Distribution to general unsecured creditors and Equity Interest holders in accordance with the distribution hierarchy established by section 726 of the Bankruptcy Code.

The Updated Liquidation Analysis below reflects the estimated Cash proceeds, net of liquidation-related costs that would be available to the Debtors’ creditors if the Debtors were to be liquidated in Chapter 7 Cases. Underlying the Updated Liquidation Analysis are a number of estimates and assumptions regarding liquidation proceeds that, although developed and considered reasonable by the Debtors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors. ACCORDINGLY, THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE UPDATED LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO UNDERGO SUCH A LIQUIDATION, AND ACTUAL RESULTS COULD VARY MATERIALLY FROM THOSE SHOWN HERE.

General Assumptions

For purposes of the Updated Liquidation Analysis, the Debtors considered many factors and made certain assumptions. Those assumptions that the Debtors consider significant are described below.

The Bankruptcy Court has concluded that the Global Settlement Agreement, upon which the Seventh Amended Plan is premised, is fair, reasonable, and in the best interests of the Debtors’ estates. (See January Opinion at 2, 60 and September Opinion at 31-32.) Herein, the Debtors assumed that a chapter 7 trustee is able to consummate a global settlement agreement similar to the Global Settlement Agreement. There can be no assurance, however, that a global settlement agreement will be reached in the Chapter 7 Cases, as the Bankruptcy Court implied in the January Opinion. (See January Opinion at 95-96.) As the Bankruptcy Court noted, moreover, without the Global Settlement Agreement, an additional \$54 billion in claims would have to be considered. (See *id.*) The Bankruptcy Court has concluded that, under a scenario where no global settlement

agreement is consummated, the recovery under the Chapter 7 Cases would be less than the recovery under the Chapter 11 Cases. (See id.)

1. **Conversion:** Each of the Chapter 11 Cases is converted to chapter 7 on February 29, 2012.
2. **Appointment of Chapter 7 Trustee:** A chapter 7 trustee is appointed to liquidate and wind down the Debtors' estates.
3. **Chapter 7 Trustee:** The chapter 7 trustee would retain professionals (investment bankers, law firms, accounting firms, consultants, forensic experts, etc.) to assist in the liquidation and wind down of the Debtors' estates. Although the chapter 7 trustee may retain certain of the Debtors' professionals for discrete projects, it is assumed that the trustee's primary investment banking, legal, accounting, consulting and forensic support would be provided by new professionals, because most (if not all) of the Debtors' professionals will hold Claims in the Chapter 7 Cases.
4. **Tax Refunds:** For the purposes of this analysis, the Debtors have assumed receipt of total tax refunds in an amount of \$68 million, where the potential range for Future Income Tax Receivable is \$40 million to \$100 million, as set forth in footnote 54 of the Disclosure Statement. Some of these refunds have already been received and reside in a joint escrow account held by parties to the Global Settlement Agreement and are included as Cash and others have yet to be received and are included as Future Income Tax Receivable.
5. **Start-Up Time:** Given the complexity of the Chapter 11 Cases and the underlying assets and Claims, it is anticipated that the chapter 7 trustee and any newly retained professionals will require at least 2 to 4 months to familiarize themselves with the Debtors' estates, the assets, the Claims and related matters before they begin marketing assets or litigating Claims.
6. **Settlement Agreement:** The conversion of the cases to chapter 7 is assumed to delay the consummation of the Global Settlement Agreement while the chapter 7 trustee and its professionals review the Debtors' major assets and the terms of the Global Settlement Agreement. For the purposes of this analysis, it is assumed that a chapter 7 trustee is able to consummate a global settlement agreement on the same terms and conditions as the Debtors propose in its plans, resolving \$54 billion in claims held by the FDIC and JPMC. Without a consummation of a global settlement agreement on similar terms as the Global Settlement Agreement or, in the alternative, litigating to finality each issue related to distribution of assets, a chapter 7 trustee would be unable to resolve all claims in these estates or make significant distributions. In addition, managing those additional claims would take substantially more time and additional expense than what is contemplated in the Chapter 7 Case assumptions. The Bankruptcy Court has concluded that, under a scenario where no global settlement agreement is consummated, the recovery under the Chapter 7 Cases would be less than the recovery under the Chapter 11 Cases. (See January Opinion at 95-96.) The Debtors however can provide no assurance that a chapter 7 trustee will be able to execute a global settlement agreement on at least as favorable terms as the current agreement.
7. **Duration of Liquidation:** The Updated Liquidation Analysis assumes that after the start-up period the actual liquidation of assets of the Debtors would continue for 2 to 4 months, during which time all of the Debtors' major assets would be sold and the Cash proceeds, net of liquidation-related costs, would be available for distribution to creditors.

Approximately 4,000 Claims have been filed in the Chapter 11 Cases. It is unlikely that a chapter 7 trustee could adequately reconcile all Claims during a 4 to 8 month period of assessment and asset recovery. Therefore, a large number of the Claims in these cases will be reconciled, valued, negotiated and settled, and/or litigated to conclusion only after the asset recovery work is mostly complete. The Debtors estimate that a chapter 7 trustee will require an additional 6 to 12 months to

reconcile Claims and pursue litigations. It is possible that some distributions could be made prior to such period, but Claims would be subject to reserves or an estimation process.

It is not uncommon in large cases for liquidations to last many years while chapter 7 trustees prosecute difficult Claims-related issues and other types of litigation.

8. Consolidation for Administrative Purposes: This Liquidation Analysis assumes that the Debtors are consolidated for administrative purposes during the Chapter 7 Cases.

9. Presentation: For the purposes of this analysis, the two Debtors, WMI and WMI Investment Corp., are shown combined. WMI Investment Corp. is not anticipated to have any claims against it, and therefore, the value of WMI Investment Corp.'s assets will be assets of WMI.

The Updated Liquidation Analysis reflects the estimated cash proceeds available to creditors, both in a chapter 11 and a chapter 7 scenario, with recoveries shown on a Class-by-Class basis. Within each of the following charts, the Debtors have further broken down the recovery analysis to reflect, first, payments to Creditors from the Debtors and, then, ultimate recoveries to Creditors after taking into account applicable contractual subordination provisions. In the September Opinion, the Bankruptcy Court concluded that payment of Creditors' Postpetition Interest Claims, from the Debtors, is limited to the federal judgment rate, where the federal judgment rate is determined as of the Petition Date, and any "payover" of post-petition interest on account of contractual subordination rights would be done at the contract rate. (See September Opinion at 77-90.)

	Chapter 11 Plan Federal Judgment Rate			Chapter 7 Liquidation Federal Judgment Rate			Notes
	Proceeds			Proceeds			
Cash	\$ 7,178			\$ 7,178			(a)
Runoff Notes	140			-			(b)
Reorganized WMI Common Stock	70			50			(c)
Investment in Subsidiaries & Other	22			22			(d)
Future Income Taxes Receivable	68			68			(e)
Total Proceeds	7,478			7,318			(f)
Bank Exp, Priority Claims & Convenience Class	(100)			(177)			(g)
Net Proceeds	\$ 7,378			\$ 7,141			
Payout from the Debtors ⁽¹⁾							
	Claim Amount	Recovery Amount	Recovery %	Claim Amount	Recovery Amount	Recovery %	
Unsecured Claims ⁽²⁾							
Senior Notes							
Fixed Notes							
Prepetition	\$ 2,786	\$ 2,786	100%	\$ 2,786	\$ 2,786	100%	(h)
Post-Petition Interest ⁽³⁾	191	109	57%	215	43	20%	
Total	2,976	2,894	97%	3,001	2,828	94%	
Floating Notes							
Prepetition	1,347	1,347	100%	1,347	1,347	100%	
Post-Petition Interest ⁽³⁾	92	53	57%	104	21	20%	
Total	1,439	1,399	97%	1,451	1,367	94%	
Total	4,415	4,294	97%	4,451	4,196	94%	
Senior Subordinated Notes							
Prepetition	1,666	1,666	100%	1,666	1,666	100%	
Post-Petition Interest ⁽³⁾	114	65	57%	129	25	20%	
Total	1,781	1,731	97%	1,795	1,692	94%	
General Unsecured Claims							
Timely-Filed Prepetition	375	375	100%	375	375	100%	(i)
Late Filed ⁽⁵⁾	1	1	100%	1	1	100%	
Post-Petition Interest	26	15	57%	29	6	20%	
Total	402	391	97%	405	382	94%	
CCB Guarantees							
Prepetition	70	70	100%	70	70	100%	
Post-petition Interest	5	3	57%	5	1	20%	
Total	74	72	97%	75	71	94%	
PIERS							
Prepetition	789	789	100%	789	789	100%	(j)
Post-petition Interest ⁽³⁾	54	31	57%	61	12	20%	
Total	843	820	97%	850	801	94%	
Value to More Junior Stakeholders		70.0					
Recovery After Contractual Subordination ⁽⁴⁾ and Contribution							
	Claim Amount	Recovery Amount	Recovery %	Claim Amount	Recovery Amount	Recovery %	
Unsecured Claims ⁽²⁾							
Senior Notes							
Fixed Notes							
Prepetition	\$ 2,786	\$ 2,786	100%	\$ 2,786	\$ 2,786	100%	(h)
Intercreditor Interest ⁽⁶⁾	485	485	100%	549	529	96%	
Total	3,271	3,271	100%	3,335	3,314	99%	
Contribution	-	(27)	N/A	-	-	-	
Total After Contribution	3,271	3,244	99%	3,335	3,314	99%	
Floating Notes							
Prepetition	1,347	1,347	100%	1,347	1,347	100%	
Post-Petition at Contract Rate	48	48	100%	53	51	96%	
Remaining Post-Petition Interest ⁽⁷⁾	45	5	11%	51	-	0%	
Total	1,439	1,399	97%	1,451	1,397	96%	
Contribution	-	(13)	N/A	-	-	-	
Total After Contribution	1,439	1,386	96%	1,451	1,397	96%	
Senior Subordinated Notes							
Prepetition	1,666	1,666	100%	1,666	1,666	100%	
Intercreditor Interest ⁽⁶⁾	406	406	100%	462	381	83%	
Total	2,072	2,072	100%	2,128	2,048	96%	
Contribution	-	(35)	N/A	-	-	-	
Total After Contribution	2,072	2,037	98%	2,128	2,048	96%	
General Unsecured Claims							
Timely-Filed Prepetition	375	375	100%	375	375	100%	(i)
Late Filed ⁽⁵⁾	1	1	100%	1	1	100%	
Post-Petition Interest	26	15	57%	29	6	20%	
Total	402	391	97%	405	382	94%	
CCB Guarantees							
Prepetition	70	70	100%	70	-	0%	
Intercreditor Interest	12	12	100%	13	-	0%	
Total	81	81	100%	83	-	0%	
PIERS							
Prepetition ⁽⁸⁾	789	94	12%	789	-	0%	(j)
Post-petition Interest ⁽³⁾	54	-	0%	61	-	0%	
Total	843	94	11%	850	-	0%	
Value to More Junior Stakeholders		145.0					

Notes:

- (1) Assumes debtor pays initial post-petition claims on a federal judgment rate basis, compounded on an annual basis; federal judgment rate was 1.95%, as of the Petition Date.
- (2) All amounts assumed to be paid at 2/29/12 under a chapter 11 plan and 7/31/12 under a chapter 7 liquidation. In reality, distributions will be made over time to certain classes of creditors resulting in interest continuing to accrue.
- (3) Post-petition interest claims do not include accreted OID under a federal judgment rate basis.
- (4) Assumes intercreditor claims are paid on a contractual rate basis.
- (5) The debtor estimates eventually allowed late filed claims to be \$1 million.
- (6) Post-petition interest claims are inclusive of accreted OID under a contractual rate basis.
- (7) As a result of the contract rate being less than the federal judgment rate on the Senior Floating Rate Notes, the Senior Floating Rate Notes will receive their Remaining Post-Petition Interest Claim, if and when funds are available from the Debtor to pay an amount greater than the contract rate of interest.
- (8) Despite the PIERS having a prepetition claim of \$789 mm, because of their obligation to payover interest at the contract rate (which exceeds the federal judgment rate for all classes except the Senior Floating Rate Notes) their recovery is effectively capped. As of 2/29/12, that cap amount is \$250 mm and will reduce by \$14-16 mm every month due to the delta between the FIR and contract rate.

Notes:

- (a) Cash is comprised of cash (including WMI's share of Tax Refunds already received) and restricted cash at WMI, WMI Investment Corp., plus payments from JPMC for Visa Shares and intercompany loans pursuant to the Global Settlement Agreement proceeds related to the American Savings Bank Goodwill Litigation, including the recently awarded Warrant Award, and BOLI/COLI and Rabbi Trust assets in both chapter 7 and 11 cases.
- (b) Reorganized WMI includes WMI, WMI Investment Corp. and WMMRC, a wholly-owned subsidiary of WMI and a Hawaiian captive reinsurance company. In the Chapter 11 Cases, the value of the Runoff Notes at WMMRC has been placed at \$140 million.
- (c) In the Chapter 11 Cases, Reorganized WMI common stock is valued at \$70 million, which is the value of Reorganized WMI (\$210 million pursuant to the September Opinion, page 62) less the original face amount of the Runoff Notes (\$140 million).

In the Chapter 7 Cases, the Debtors believe that a chapter 7 trustee would be forced to sell WMMRC quickly which would substantially reduce the recovery associated with this asset. The Debtors' belief is based on consultation with various investment banks and potential bidders of WMMRC.

- (d) Includes investments in wholly-owned subsidiaries WaMu 1031 Exchange, a 1031 exchange administrator, Ahmanson Obligation Company, WM Citation Holdings and WMI Rainier. Other assets include funds related to Microsoft litigation, remaining BOLI/COLI assets, the Assurant Trust account and a remaining note related to a venture capital investment, as described in the Prior Disclosure Statement.
- (e) In both the Chapter 11 and 7 Cases, WMI's portion of total Tax Refunds equates to (a) 20% of the "First Portion" of the Tax Refunds (as defined in Section V.B.3.b(ii) of this Disclosure Statement) of approximately \$2,900 million (based on the high end of the estimated range for the First Portion, namely, \$2,700 million to \$3,000 million), and (b) an additional Tax Refund, attributable to the Worker, Homeownership, and Business Assistance Act of 2009, of \$2,779 million less (1) \$850 million paid to the FDIC Receiver and (2) \$335 million paid to the holders of WMB Senior Notes Claims and Non-Filing WMB Senior Notes Holders pursuant to Section 21.1 of the Seventh Amended Plan, netting a combined total of approximately \$2,170 million. Future Income Tax Receivable is comprised of the remaining Tax Refunds yet to be received.
- (f) It is anticipated that a delay would result from the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code due to the knowledge transfer required and associated with the transition to new attorneys and other professionals likely to be selected by a chapter 7 trustee. For the purposes of this analysis, the Debtors assumed that a 5 month delay would occur while a trustee is appointed and while the trustee's professionals become familiar with the many complex issues in the Debtors' cases. Based on the current rate of operating expenses, the Debtors estimate that the conversion of the cases to cases under chapter 7 of the Bankruptcy Code would result in an increase of \$3 million in operational expenses. Based on the current rate of professional fees being incurred in the Debtors' chapter 11 cases, the Debtors estimate that the conversion would equate to \$37 million in professional fees. In addition, as is customary, the Debtors anticipate that a chapter 7 trustee would receive compensation in the form of a transaction fee based on the total distribution available for creditors. For the purposes of this July 6, 2011 Updated Liquidation Analysis, the Debtors assumed a 0.5% transaction fee would be imposed on the total distribution to Creditors, which is equal to \$37 million.

- (g) While the Debtors do not believe all assets will be available for distribution to Creditors at the Effective Date, a large majority of assets will be and thus for simplicity all assets are reflected to be distributed at the Effective Date. As noted earlier, any assets not distributable will be placed in the Liquidating Trust along with a budget to continue to fund the ongoing efforts to resolve the current Claim objections.
- (h) As discussed, conversion to Chapter 7 Cases will cause a delay in the resolution of the cases. For the purposes of this analysis, it is assumed that payment on Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims and Allowed PIERS Claims, as well as Postpetition Interest Claims and/or Intercreditor Interest Claims thereon, as applicable, will be delayed by an additional five months. This results in increased Postpetition Interest Claims and/or Intercreditor Interest Claims, as applicable, on account of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims and Allowed PIERS Claims. The actual amount of delay could be somewhat less or far greater than this amount.
- (i) In both the Chapter 11 and 7 Cases, the total amount of Allowed General Unsecured Claims will vary widely depending on the outcome of various Claims objections. Current filed Claims total in excess of \$54 billion excluding unliquidated Claims. However, the Debtors' best estimate of the ultimate total amount of Allowed General Unsecured Claims in both cases is approximately \$375 million.
- (j) Despite the fact that the total amount of Allowed PIERS Claims is \$789 million, because of their obligation to payover interest at the contract rate (which exceeds the federal judgment rate for all holders in all applicable Classes save holders of the Senior Floating Rate Notes in Class 2 (Senior Notes Claims)) there is a maximum possible recovery for holders of Allowed PIERS Claims that is less than the total amount of such holders' Allowed PIERS Claims and Postpetition Interest Claims. As of February 29, 2012, the amount of the maximum possible recovery for holders of Allowed PIERS Claims is \$250 million. To the extent that the Effective Date is delayed past February 29, 2012, however, such amount is reduced by \$14 million to \$16 million every month due to the delta between the federal judgment rate and contract rate.

Exhibit 2

Notice of the Disclosure Statement Hearing

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

-----X
:
In re: : Chapter 11
:
WASHINGTON MUTUAL, INC., et al.,¹ : Case No. 08-12229 (MFW)
:
Debtors. : (Jointly Administered)
:
:
:
Objection Deadline: January 4, 2012 at 4:00 p.m. (ET)
-----X
Hearing Date: January 11, 2012 at 2:00 p.m. (ET)

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

TO PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

Washington Mutual, Inc. (Case No. 08-12229 (MFW)) and
WMI Investment Corp. (Case No. 08-12228 (MFW)).

PLEASE TAKE NOTICE that, on December 12, 2011, Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "Debtors"), filed the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* (as it may be amended, the "Plan") and the related proposed *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code* (as it may be amended, the "Disclosure Statement"),² pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code").

PLEASE TAKE FURTHER NOTICE that:

1. A hearing will be held before the Honorable Mary F. Walrath, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 North Market Street, 5th Floor, Wilmington, Delaware 19801, on **January 11, 2012 at 2:00 p.m. (Eastern Time)** (the "Hearing") to consider the entry of an order, among other things, determining that the Disclosure Statement contains "adequate information" within the meaning ascribed to such term in section 1125 of title 11 of the United States Code (the "Bankruptcy Code") and approving the Disclosure Statement.

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

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

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

3. Objections, if any, to approval of the Disclosure Statement must (a) be in writing; (b) be in the English language; (c) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (d) state with particularity the basis and nature of any objection to the Disclosure Statement; and (e) be filed, together with proof of service, with the Court and served so that they are actually received by the following parties no later than January 4, 2012 at 4:00 p.m. (Eastern Time): (i) the Debtors, 925 Fourth Avenue, Suite 2500, Seattle, Washington 98104 (Attn: Charles E. Smith, Esq.), (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Jane Leamy, Esq.), (iii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors, (iv) Richards Layton & Finger P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors, (v) Quinn Emanuel Urquhart & Sullivan, LLP, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as special litigation and conflicts counsel to the Debtors, (vi) Elliott Greenleaf, 1105 Market Street, Suite 1700, Wilmington, Delaware 19801 (Attn: Neil R. Lapinski, Esq.), as conflicts co-counsel to the Debtors, (vii) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee, (viii) Pepper Hamilton LLP, Hercules Plaza Ste 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee, (ix) Susman Godfrey, L.L.P., 1201 Third Avenue, Suite 3800, Seattle, Washington 98101 (Attn: Edgar G. Sargent, Esq.), as counsel to the Equity Committee, (x) Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as co-counsel to the Equity Committee, (xi) Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, 10004 (Attn: Robert A. Sacks, Esq.), as counsel to JPMorgan Chase, (xii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, P.O. Box 2087, Wilmington, Delaware 19899 (Attn: Adam G. Landis, Esq.), as co-counsel to JPMorgan Chase, (xiii) DLA Piper US LLP, 1251 Avenue of the Americas, New York, New York 10020 (Attn: Thomas Califano), as counsel to the FDIC, and (xiv) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware 19801 (Attn: M. Blake Cleary, Esq.), as co-counsel to the FDIC.

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

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

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

DATED: December 12, 2011
Wilmington, Delaware

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

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

Attorneys for Debtors
and Debtors in Possession

Exhibit 3

Notice of the Confirmation Hearing

3. **Record Date for Voting and Election Purposes.** Holders of JPMC Rabbi Trust/Policy Claims (Class 5), Other Benefit Plan Claims (Class 6), WMB Vendor Claims (Class 8), Visa Claims (Class 9), Bond Claims (Class 10), WMI Vendor Claims (Class 11), General Unsecured Claims (Class 12), Late-Filed Claims (Class 12A), Convenience Claims (Class 13), and Subordinated Claims (Class 18) who hold claims against the Debtors as of January 6, 2012 (the "General Record Date") are entitled to vote on the Plan. Holders of Senior Notes Claims (Class 2), Senior Subordinated Notes Claims (Class 3), CCB-1 Guarantees Claims (Class 14), CCB-2 Guarantees Claims (Class 15), PIERS Claims (Class 16), Preferred Equity Interests (Class 19), and Common Equity Interests (Class 22) who hold claims against or interests in the Debtors as of the Voting and Election Deadline (as defined herein) are entitled to vote on the Plan.

Notwithstanding the foregoing, record holders, as of the General Record Date or the Voting and Election Deadline, as applicable, are only entitled to vote if they are:

- a) record holders of claims listed on the Debtors' schedules of liabilities, to the extent that such claims (i) are listed in an amount greater than zero and are not identified as contingent, unliquidated or disputed, and (ii) have not been superseded by a filed proof of claim; or
 - b) record holders of claims, to the extent that such claims (i) are the subject of timely filed proofs of claim, (ii) have not been disallowed, expunged, disqualified or suspended prior to the General Record Date or the Voting and Election Deadline, as applicable, and (iii) are not the subject of a pending claim objection or request for estimation as of the General Record Date, unless a Rule 3018(a) Motion (as defined below) has been filed.
4. **Voting and Election Deadline.** All votes to accept or reject and all elections with respect to the Plan must be actually received by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC, at the applicable address set forth below, by no later than 5:00 p.m. (Pacific Time) on **February 9, 2012** (the "Voting and Election Deadline"). Any failure to follow the instructions included with your Ballot or Election Form, as the case may be, may disqualify your Ballot, your vote, and/or your elections.

Master Ballots:

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

All Other Ballots:

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

5. **Parties in Interest Not Entitled to Vote.** Holders of unimpaired claims in Classes 1,4, and 7 are deemed to accept the Plan and not entitled to vote, and, thus, will not receive a Ballot. Holders of claims in Class 17B are deemed to reject the Plan and not entitled to vote, and, thus, will not receive a Ballot. Further, holders of claims in Class 17A are similarly not entitled to vote and will not receive a Ballot because the ballots the Debtors previously provided to such holders during the prior solicitations with respect to the Sixth Amended Plan remain in effect. Finally, holders of Dime

Warrants in Class 21 are not entitled to vote and will not receive a Ballot because such claims are currently disputed.

If you have timely filed a proof of claim and disagree with either (a) the Debtors' objection to your claim and believe that you should be entitled to vote on the Plan or (b) the Debtors' classification or request for estimation of your claim and believe that you should be entitled to vote on the Plan in a different amount or class, then you must serve on the parties identified in paragraph 6 below and file with the Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your claim in a different amount or in a different class for purposes of voting to accept or reject the Plan. All Rule 3018(a) Motions must be filed on or before the 10th day after service of notice of an objection or request for estimation, if any, as to your claim, but in no event later than January 18, 2012. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact Kurtzman Carson Consultants LLC at (888) 830-4644 to receive an appropriate Ballot for any claim for which a proof of claim has been timely filed and a Rule 3018(a) Motion has been granted. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Plan is **February 7, 2012 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline").

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

Registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801 (Attn: Chambers of the Hon. Mary F. Walrath).

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

<p>Debtors</p> <p>Washington Mutual, Inc. 1201 Third Avenue, Suite 3000 Seattle, Washington 98101 Attn: Charles Edward Smith, Esq.</p>	<p>Office of the U.S. Trustee</p> <p>Office of the U.S. Trustee for the D. Del. 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19899-0035 Attn: Jane Leamy, Esq.</p>
<p>Counsel to the Debtors</p> <p>Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attn: Brian S. Rosen, Esq.</p>	<p>Co-Counsel to the Debtors</p> <p>Richards Layton & Finger P.A. One Rodney Square 920 North King Street Wilmington, Delaware 19899 Attn: Mark D. Collins, Esq.</p>

<p><i>Special Litigation and Conflicts Counsel to the Debtors</i></p> <p>Quinn Emanuel Urquhart & Sullivan, LLP 55 Madison Avenue, 22nd Floor New York, New York 10010 Attn: Peter Calamari, Esq.</p>	<p><i>Conflicts Co-Counsel to the Debtors</i></p> <p>Elliott Greenleaf 1105 Market Street, Suite 1700 Wilmington, Delaware 19801 Attn: Neil R. Lapinski, Esq.</p>
<p><i>Counsel to the Equity Committee</i></p> <p>Susman Godfrey LLP 1201 Third Ave., Suite 3800 Seattle, Washington 98101 Attn: Edgar G. Sargent, Esq.</p>	<p><i>Co-Counsel to the Equity Committee</i></p> <p>Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Floor P.O. Box 1150 Wilmington, Delaware 19899 Attn: William P. Bowden, Esq.</p>
<p><i>Counsel to the Creditors' Committee</i></p> <p>Akin Gump Stauss Hauer & Feld LLP One Bryant Park New York, New York 10036 Attn: Fred S. Hodara, Esq.</p>	<p><i>Co-Counsel to the Creditors' Committee</i></p> <p>Pepper Hamilton LLP Hercules Plaza, Suite 5100 1313 N. Market Street Wilmington, Delaware 19801 Attn: David B. Stratton, Esq.</p>
<p><i>Counsel to JPMorgan Chase</i></p> <p>Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Attn: Robert A. Sacks, Esq.</p>	<p><i>Co-Counsel to JPMorgan Chase</i></p> <p>Landis Rath & Cobb LLP 919 Market Street, Suite 1800 P.O. Box 2087 Wilmington, Delaware 19899 Attn: Adam G. Landis, Esq.</p>
<p><i>Counsel to the FDIC</i></p> <p>DLA Piper LLP (US) 1251 Avenue of the Americas New York, New York 10020 Attn: Thomas R. Califano, Esq.</p>	<p><i>Co-Counsel to the FDIC</i></p> <p>Young Conaway Stargatt & Taylor, LLP The Brandywine Building 1000 West Street, 17th Floor Wilmington, Delaware 19801 Attn: M. Blake Cleary, Esq.</p>

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

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

8. ***Additional Information.*** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Plan should contact the Debtors' voting agent, Kurtzman Carson Consultants LLC at (888) 830-4644. Interested parties may also examine the Disclosure Statement and the Plan free of charge at www.kccllc.net/wamu. In addition, the Disclosure Statement and the Plan are on file with the Court and may be examined by accessing the Court's website: www.deb.uscourts.gov. Note that a PACER password and login are needed to access documents on the Court's website. A PACER password can be obtained at: www.pacer.psc.uscourts.gov.

9. ***Executory Contracts.***

- a) ***Cure of Defaults for Assumed Executory Contracts and Unexpired Leases:*** Except to the extent that different treatment has been agreed to by the non-debtor party or parties to any executory contract or unexpired lease to be assumed or assumed and assigned pursuant to Section 34.1 of the Plan, the Debtors will within at least (20) days prior to the Confirmation Hearing, file with the Bankruptcy Court and serve by first class mail on each non-debtor party to such executory contracts or unexpired leases to be assumed pursuant to Section 34.1 of the Plan, a notice, which shall include the cure amount as to each executory contract or unexpired lease to be assumed or assumed and assigned. **If you are a party to such executory contracts or unexpired leases to be assumed or assumed and assigned by the Debtors, you must file and serve any objection to the assumption or the cure amounts listed by the Debtors within twenty (20) days of the date of service of such notice.** If there are any objections filed, the Bankruptcy Court shall hold a hearing on a date to be set by the Bankruptcy Court. Notwithstanding Section 34.1 of the Plan, the Debtors retain their rights to reject any of their executory contracts or unexpired leases that are subject to a dispute concerning the amounts necessary to cure any defaults as of the Effective Date.
- b) ***Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan:*** Proofs of Claim for damages, if any, arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan, if not already evidenced by a filed proof of Claim, must be filed with the Bankruptcy Court and served upon the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), or the Liquidating Trustee, no later than thirty (30) days after the later of (a) the date of entry of an order approving the rejection of such executory contract or unexpired lease, or (b) the date of entry of the Confirmation Order. **All such proofs of Claim not filed within such time will be forever barred from assertion against the Debtors, or their properties or agents, successors, or assigns, including, without limitation, the Reorganized Debtors and the Liquidating Trust.**

10. ***Releases and Injunctions.***

The Plan contains releases of certain persons and entities, including, among others, the Debtors, JPMC, the FDIC, AAOC, holders of Allowed Senior Notes Claims, holders of Allowed Senior Subordinated Notes Claims, and holders of Allowed PIERS Claims, all as more specifically set forth in the Plan, together with an injunction which, among other things, states that 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 thereof, 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, including as follows:

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..

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.

If you do not object to the Plan or if your objections are overruled, you will be bound by the confirmation of the Plan. HOLDERS OF CLAIMS WHO CHOOSE TO NOT GRANT THE RELEASES PROVIDED IN SECTION 41.6 OF THE PLAN, WILL NOT BE ELIGIBLE TO RECEIVE A DISTRIBUTION PURSUANT TO THE PLAN.

DATED: January __, 2012
Wilmington, Delaware

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

Exhibit 4-1(5)

Form of Class 5 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(6)

Form of Class 6 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(8)

Form of Class 8 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(9)

Form of Class 9 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(10)

Form of Class 10 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(11)

Form of Class 11 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-1(13)

Form of Class 13 Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-2

Form of General Unsecured Claims Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-3

Form of Class 12A Late-Filed Claims Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-4

Form of Class 16 PIERS Common Securities Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-5

Form of Class 18 Subordinated Claims Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-6

Form of Class 2 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-7

Form of Class 2 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-8(3)

Form of Class 3 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-8(14)

Form of Class 14 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-8(15D)

Form of Class 15 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-8(15W)

Form of Class 15 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-9(3)

Form of Class 3 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-9(14)

Form of Class 14 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-9(15D)

Form of Class 15 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-9(15W)

Form of Class 15 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-10

Form of Class 16 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-11

Form of Class 16 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-12(P)

Form of Class 19 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-12(R)

Form of Class 19 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-13(P)

Form of Class 19 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-13(R)

Form of Class 19 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-14

Form of Class 22 Direct Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-15

Form of Class 22 Master Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-16

Form of Class 22 Beneficial Ballot

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-17

Form of Class 12 Disputed Claim Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-17(A)

Form of Class 12A Disputed Claim Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-18

Form of Class 21 Direct Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-19

Form of Class 21 Master Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-20

Form of Class 21 Beneficial Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-21(P)

Form of Class 19 Master Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-21(R)

Form of Class 19 Master Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 4-22

Form of Class 22 Master Election Form

Please contact Kurtzman Carson Consultants at
(888) 830-4644 or KCC_WaMu@kccllc.com
for copies of ballots.

Exhibit 5-1

Notice of Non-Voting Status – Unimpaired Classes 1, 4, and 7

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

NOTICE OF NON-VOTING STATUS TO UNIMPAIRED CLASSES²

PLEASE TAKE NOTICE THAT, on January 11, 2012, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) held a hearing at which it approved the *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the “*Disclosure Statement*”) of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the “*Debtors*”)³ and thereafter entered an order (the “*Order*”) with respect thereto. The Order authorizes the Debtors to solicit votes to accept or reject the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the “*Plan*”), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors’ confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS/ARE NOT IMPAIRED AND, THEREFORE, PURSUANT TO SECTION 1126(f) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE ACCEPTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), YOU MAY CONTACT THE DEBTORS’ VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND THE DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor’s federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors’ principal offices are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.

² Pursuant to the Plan (defined herein), the Unimpaired Classes are Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), and Class 7 (Qualified Plan Claims).

³ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement.

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: January __, 2012
Wilmington, Delaware

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

Exhibit 5-2

Notice of Non-Voting Status – Class 17B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

**NOTICE OF NON-VOTING STATUS TO
CLASS 17B (WMB SUBORDINATED NOTES CLAIMS)**

PLEASE TAKE NOTICE THAT, on January 11, 2012, the United States Bankruptcy Court for the District of Delaware (the "*Court*") held a hearing at which it approved the *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Disclosure Statement*") of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "*Debtors*")² and thereafter entered an order (the "*Order*") with respect thereto. The Order authorizes the Debtors to solicit votes to accept or reject the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Plan*"), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors' confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN, YOU ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM(S) OR EQUITY INTEREST(S) IN THE DEBTORS AND, THEREFORE, PURSUANT TO SECTION 1126(g) OF TITLE 11 OF THE UNITED STATES CODE, YOU ARE (i) DEEMED TO HAVE REJECTED THE PLAN AND (ii) NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S) OR EQUITY INTEREST(S), YOU MAY CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND THE DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.

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

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: January __, 2012
Wilmington, Delaware

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

Exhibit 5-3

Notice of Non-Voting Status – Class 17A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

**NOTICE OF NON-VOTING STATUS TO
CLASS 17A (WMB SENIOR NOTES CLAIMS)**

PLEASE TAKE NOTICE THAT, on January 11, 2012, the United States Bankruptcy Court for the District of Delaware (the "*Court*") held a hearing at which it approved the *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Disclosure Statement*") of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "*Debtors*")² and thereafter entered an order (the "*Order*") with respect thereto. The Order authorizes the Debtors to solicit votes to accept or reject the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Plan*"), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors' confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF THE PLAN AND THE ORDER, YOU ARE NOT ENTITLED TO VOTE ON THE PLAN BECAUSE THE BALLOT THE DEBTORS PREVIOUSLY PROVIDED TO YOU DURING THE PRIOR SOLICITATION WITH RESPECT TO THE SIXTH AMENDED PLAN REMAINS APPLICABLE. MOST OF THE MODIFICATIONS INCORPORATED IN THE PLAN DO NOT AFFECT THE TREATMENT OF WMB SENIOR NOTES CLAIMS IN ANY WAY. THE MODIFICATIONS THAT DO IMPACT YOUR CLASS — NAMELY, TO THE NON-DEBTOR RELEASE PROVISION — DO NOT SIGNIFICANTLY CHANGE THE RELEASES PROVIDED IN THE SIXTH AMENDED PLAN OR THE MODIFIED SIXTH AMENDED PLAN. THUS, PURSUANT TO BANKRUPTCY RULE 3019, RESOLICITATION OF VOTES FROM YOUR CLASS IS NOT NECESSARY. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM(S), YOU MAY CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND THE DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.

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

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: January __, 2012
Wilmington, Delaware

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

Exhibit 5-4

**Notice of Non-Voting Status – Class 21
and Disputed Claims in Classes 12 and 12A**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

**NOTICE OF NON-VOTING STATUS TO
CLASS 21 (DIME WARRANTS) AND DISPUTED CLAIMS IN CLASSES 12 AND 12A**

PLEASE TAKE NOTICE THAT, on January 11, 2012, the United States Bankruptcy Court for the District of Delaware (the "*Court*") held a hearing at which it approved the *Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Disclosure Statement*") of Washington Mutual, Inc. and WMI Investment Corp., as debtors and debtors in possession (collectively, the "*Debtors*")² and thereafter entered an order (the "*Order*") with respect thereto. The Order authorizes the Debtors to solicit votes to accept or reject the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code*, dated as of December 12, 2011 (as it may be further amended, the "*Plan*"), a copy of which is annexed as Exhibit A to the Disclosure Statement. You can find information about the Debtors' confirmation hearing in the enclosed Confirmation Hearing Notice.

PURSUANT TO THE TERMS OF PARAGRAPHS M AND 5 OF THE ORDER, YOU ARE NOT ENTITLED TO VOTE ON THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM OR EQUITY INTEREST, YOU MAY CONTACT THE DEBTORS' VOTING AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT KURTZMAN CARSON CONSULTANTS, 2335 ALASKA AVENUE, EL SEGUNDO, CALIFORNIA 90245, OR BY TELEPHONE AT (888) 830-4644. COPIES OF THE PLAN AND DISCLOSURE STATEMENT CAN BE ACCESSED ONLINE AT WWW.KCCLLC.NET/WAMU. PLEASE BE ADVISED THAT KURTZMAN CARSON CONSULTANTS LLC CANNOT PROVIDE LEGAL ADVICE.

¹ The Debtors in these chapter 11 cases along with the last four digits of each Debtor's federal tax identification number are: (i) Washington Mutual, Inc. (3725); and (ii) WMI Investment Corp. (5395). The Debtors' principal offices are located at 1201 Third Avenue, Suite 3000, Seattle, Washington 98101.

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

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE BANKRUPTCY COURT.

DATED: January __, 2012
Wilmington, Delaware

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

Exhibit 6-1

Debtors' Plan Support Letter

Washington Mutual, Inc. and WMI Investment Corp.,
as Debtors and Debtors in Possession

January 12, 2012

To: Holders of Claims against and Equity Interests in the Debtors' Estates

Enclosed is a ballot or, in some instances, an election form, for voting and making elections with respect to the *Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code* (the "Plan")¹ filed by Washington Mutual, Inc. ("WMI") and WMI Investment Corp. (collectively, the "Debtors"). The Debtors encourage you to vote to **ACCEPT** the Plan and grant the releases provided therein. It represents a compromise and settlement of many different interests and yields a tremendous—and, in the Debtors' opinion, the best—opportunity for recovery on Claims and Equity Interests, especially for holders of Allowed PIERS Claims, as discussed below. The deadline for voting and submitting elections is **5:00 p.m. (Pacific Time) on February 9, 2012** (the "Ballot Deadline"). With respect to holders of Equity Interests in Classes 19 and 22 only, if you fail to tender a ballot by the Ballot Deadline, in order to receive a distribution pursuant to the Plan, you may still execute and deliver a release up to the release election deadline of **5:00 p.m. (Pacific Time) on February 28, 2012** or such other later date as posted with DTC and at www.kccllc.net/wamu. **THE PLAN HAS THE FULL SUPPORT OF THE CREDITORS' COMMITTEE AND THE EQUITY COMMITTEE.**

YOU MUST COMPLETE AND RETURN YOUR BALLOT EVEN IF YOU PREVIOUSLY RETURNED A BALLOT. ANY AND ALL PRIOR VOTES AND ELECTIONS (EXCEPT WITH RESPECT TO THE ELECTION TO BECOME A RELEASING REIT TRUST HOLDER) WILL BE DISREGARDED.²

The Plan is the product of extensive, arm's-length negotiations with numerous parties, including the Debtors, the Creditors' Committee, the Equity Committee, AAOC (Appaloosa, Aurelius, Owl Creek, Centerbridge, and their related entities) and certain other Creditor constituencies, all of whom have been actively involved in the negotiation of the Plan and the review of the accompanying disclosure statement (the "Disclosure Statement"). Such negotiations have included extensive sessions with the Mediator appointed by the Bankruptcy Court.

The Plan is premised upon and incorporates the terms of the Global Settlement Agreement, which the Bankruptcy Court has determined is fair, reasonable and in the best

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

² Additionally, holders of WMB Senior Notes Claims in Class 17A and Non-filing WMB Senior Note Holders that did not previously submit a release in connection with solicitation of the Sixth Amended Plan or the Modified Plan, as the case may be, will not be solicited and will not be able to submit a release in connection with the Plan; rather, releases previously submitted by any such holders shall be binding on such holders, and, therefore, such holders will not be sent either ballots or election forms with respect to the Plan.

interests of the Debtors' estates. In addition, the Plan incorporates the modifications the Bankruptcy Court has specified in prior rulings as necessary to permit confirmation thereof. Furthermore, to resolve certain pending motions, appeals and anticipated objections that stood as potential impediments to confirmation, the Plan contains a compromise and settlement among, and has the full support of, each of the Debtors, the Creditors' Committee, the Equity Committee, and certain Creditor constituencies. The distribution arrangement embodied in the Plan is a good faith compromise and represents, in the view of the Debtors, the Creditors' Committee, the Equity Committee, and the other settling parties, a fair and reasonable settlement and compromise of the various Claims and Equity Interests, especially as compared with the prospect of protracted litigation. Swift confirmation of the Plan is in the best interests of the Debtors' estates, as any additional delay would be accompanied by the continued accrual of post-petition interest, fees and expenses, and the attendant depletion of estate assets, to the detriment of subordinated creditors (i.e., the holders of Allowed PIERS Claims) and holders of Equity Interests.

The Plan contemplates a reorganization of the Debtors pursuant to chapter 11 of the Bankruptcy Code. The assets of the Reorganized Debtors will be comprised of WMMRC, a non-debtor subsidiary engaged in the business of mortgage reinsurance, and certain of the Debtors' other assets. Specifically, and as set forth more fully in the Plan and Disclosure Statement, consistent with the mediation and related negotiations, the Plan contemplates the following:

- The distribution of Cash to holders of Allowed Claims in an amount in excess of approximately \$6.2 billion.
- The Reorganized Debtors will issue (i) the Runoff Notes and (ii) the Reorganized Common Stock.
- Holders of Equity Interests that elect to grant the non-debtor releases set forth in Section 41.6 of the Plan will receive distributions of Reorganized Common Stock, to be allocated among the current holders of WMI's preferred and common Equity Interests in the manner set forth in the Plan, 70% and 30%,³ respectively, or such other allocation as ordered by the Bankruptcy Court.
- The Reorganized Debtors will be funded by (i) a Seventy-Five Million Dollar (\$75,000,000.00) contribution from the holders of Allowed Senior Notes Claims and Allowed Senior Subordinated Notes Claims, (ii) the proceeds of WMMRC's runoff reinsurance business in an aggregate original amount of at least Ten Million Dollars (\$10,000,000.00), plus any interest accrued thereon at a rate of thirteen percent (13%) per annum,⁴ in the form of a portion of the proceeds from the runoff of WMMRC's existing portfolio, (iii) 50% of the proceeds of certain litigations pursued by the

³ Subject to the election of 5% of Reorganized Common Stock made available to Creditors.

⁴ Payable in cash to the extent available and payable in kind through the capitalization of accrued interest at the rate of thirteen percent (13%) per annum otherwise.

Liquidating Trustee, and (iv) all distributions of Runoff Proceeds, if any, after full satisfaction of all amounts due on the Runoff Notes.

- AAOC, or such other lenders as the Equity Committee may elect, shall provide a senior secured Credit Facility in the aggregate amount of One Hundred Twenty-Five Million Dollar (\$125,000,000.00) to be used by Reorganized WMI to finance working capital and general corporate purposes, as well as certain permitted acquisitions and transactions.
- Holders of Claims and Equity Interests who are entitled to a distribution pursuant to the Plan and who elect to grant certain non-debtor releases in Section 41.6 of the Plan will release their respective claims, if any, against the Released Parties, the AAOC Releasees, the Senior Notes Claims Releasees, the Senior Subordinated Notes Claims Releasees, the PIERS Claims Releasees, and the CCB Releasees.
- The Equity Committee has agreed to (i) support confirmation of the Seventh Amended Plan, and (ii) take any and all action as is necessary to cause the withdrawal and dismissal, with prejudice, of its appeals of the January Opinion and the September Opinion.
- The Plan further provides that the order confirming the Plan must provide for the withdrawal and vacatur 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.

In summary, the Debtors, the Creditors' Committee, and the Equity Committee, along with the major parties to the mediation, believe that the Plan and the terms embodied therein are in the best interest of all parties in interest and represent the most expeditious means for the Debtors to successfully emerge from the Chapter 11 Cases. Without the settlement embodied in the current Plan, the Equity Committee, among other parties, has indicated that it would object to confirmation of the Plan, and the Equity Committee's motion for standing to prosecute claims against certain Creditors would not be resolved. Such unresolved issues would likely lead either to a delay in confirmation of the Plan (if the Bankruptcy Court were to determine that a plan cannot be confirmed until such issues are resolved) or a delay in distributions to Creditors (if the Bankruptcy Court were to determine that distributions that would have been made to the Creditors that are the subject of the equitable disallowance claims must be reserved). The detrimental effects of further delay in confirmation and consummation of a plan in the Chapter 11 Cases—now over three years old—should not be underestimated, as further delay will be accompanied by a continued accrual of interest and fees and the attendant depletion of estate assets and increase in total Claims, all of which results in eroded recoveries for the Debtors' junior-most Creditors and stakeholders.

To be clear, as a result of (i) ongoing accrual of postpetition interest and the contractual obligations of holders of Allowed PIERS Claims to payover their distributions to

certain Creditors that are senior in recovery on account of such senior Creditors' Intercreditor Interest Claims at the applicable contract rate, and (ii) the continued depletion of estate assets as a result of the ongoing accrual of professionals' fees, recoveries for holders of Allowed PIERS Claims decline at a rate of approximately \$30 million per month. Currently, the Updated Liquidation Analysis and the corresponding recovery estimates set forth in the Disclosure Statement assume an Effective Date for the Plan of February 29, 2012. The Debtors estimate that, if the Effective Date is delayed even three and one-half months past February 29, 2012, recovery for holders of Allowed PIERS Claims in Class 16 (the first Class to suffer from a deterioration or elimination in recoveries as a result of the continued accrual of interest and fees) *will be wiped out*. The Debtors also estimate that, if the Plan is not confirmed, it would likely be at least three and one-half months before the Debtors, or any other plan proponent, could file a new plan, obtain approval for a disclosure statement for such new plan, obtain confirmation of such new plan, and have such plan go effective.

Therefore, if the Plan is not confirmed, the Debtors estimate that there will be NO RECOVERY for holders of Allowed PIERS Claims in Class 16 in any subsequent plan of reorganization.

ACCORDINGLY, THE DEBTORS RECOMMEND THAT ALL PARTIES ENTITLED TO VOTE SUBMIT A TIMELY BALLOT VOTING TO ACCEPT THE PLAN.

The foregoing description summarizes only certain aspects of the Plan and does not constitute any part of, and is not intended as a substitute for, the Disclosure Statement approved by the Bankruptcy Court. Creditors and holders of Equity Interests should carefully read the Plan and the accompanying Disclosure Statement in their entirety for details about voting, recoveries, the proposed reorganization, and other relevant matters before voting on the Plan.

Sincerely,

Washington Mutual, Inc., *et al.*

By: William C. Kosturos
Title: Chief Restructuring Officer

Exhibit 6-2

Creditors' Committee's Plan Support Letter

[PROPOSED PLAN SUPPORT LETTER, PENDING D/S APPROVAL]

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
OF WASHINGTON MUTUAL, INC., et al.
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park, New York, NY 10036

January [12], 2012

To All Unsecured Creditors of Washington Mutual, Inc., et al.:

The Official Committee of Unsecured Creditors (the “Creditors’ Committee”) of Washington Mutual, Inc., et al. (the “Debtors”) submits this letter in connection with your consideration of whether to vote in favor of the Debtors’ Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (the “Plan”).

The Creditors’ Committee believes that the Plan represents the best available alternative for the Debtors and maximizes realizable value for unsecured creditors. Under the Plan and Settlement Agreement (defined below), the Debtors project that funds in excess of \$7 billion may become available for distribution to the Debtors’ creditors on account of their claims. The Debtors, in valuations contained in the disclosure statement relating to the Plan, estimate that most unsecured creditors will receive substantial recoveries on account of their claims in cash, interests in a liquidating trust, or certain secured non-recourse notes to be issued under the Plan. The amount of the recovery for each class of unsecured creditors will depend upon the total amount of allowed claims and other factors.

However, because of the significant delay due to the failure to confirm the prior versions of the Plan, any further delay caused if the Plan now before you fails to receive the requisite votes to be confirmed – or is rejected for any other reason – will result in the further significant erosion of value to the PIERS class, will make any chance of recovery to classes junior to the PIERS more unlikely, would jeopardize the projected recoveries of holders of CCB and General Unsecured Creditor claims, and could even erode the recoveries of holders of Senior Subordinated Notes and Senior Notes.

For these reasons and the reasons set forth below, the Creditors’ Committee supports the Plan. We urge each unsecured creditor to complete and return a ballot voting in favor of the Plan.

Additionally, you must check the box on your ballot granting certain releases under the Plan in order to receive a distribution from the Debtors’ estates.

Background

The Debtors filed petitions for reorganization under chapter 11 of the United States Bankruptcy Code on September 26, 2008 (the “Petition Date”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On October 15, 2008, the United States Trustee appointed the Creditors’ Committee, the fiduciary representative of unsecured creditors in the Debtors’ chapter 11 cases. The Creditors’ Committee is currently composed of

four members: The Bank of New York Mellon Trust Company, N.A., Law Debenture Trust Company of New York, Wells Fargo Bank, N.A., and Wilmington Trust FSB, each solely in its capacity as an indenture trustee (each, a "Committee Member" and, collectively, the "Committee Members").

Since the Petition Date, the Creditors' Committee has been actively and extensively involved in, among other things, (i) investigating the Debtors' assets and liabilities, (ii) litigating the Debtors' rights to certain assets and recoveries, (iii) negotiating the Plan and the Settlement Agreement upon which the Plan is predicated, as well as prior versions of the Plan, (iv) participating in confirmation hearings in December 2010 and July 2011, and (v) negotiating the current Plan through a mediation process ordered by the Bankruptcy Court.

Prompt Exit From Chapter 11 Is Crucial

Prompt confirmation of the Plan would benefit unsecured creditors by (i) settling multiple contentious litigations that, if fully litigated, would result in significant further delay and further wasting of the assets of the Debtors' estates; (ii) halting the ongoing erosion of the assets of the Debtors' estate from the costs of remaining in chapter 11, including professionals' fees and expenses; and (iii) with respect to the recoveries of subordinated creditors, halting the continuing accrual of post-petition interest owed to senior creditors.

Settlement of Costly, Lengthy Litigations

The Plan effectuates a settlement of multiple and contentious litigations among the Debtors' stakeholders over, among other things, the proper distribution of the assets of the Debtors' estates. The parties to the negotiated settlement embodied in the Plan – including the Debtors, the Creditors' Committee, the Official Committee of Equity Security Holders (the "Equity Committee"), and certain other parties in interest – agreed to settle their disputes, subject to confirmation of this Plan, after engaging in mediation directed by the Bankruptcy Court in its order dated September 13, 2011, in which the Bankruptcy Court denied confirmation of the Debtors' Modified Sixth Amended Plan. After protracted and contentious arms' length negotiations, the parties to the mediation believe they have resolved the issues that resulted in the denial of confirmation of the prior plans. Further litigation of these issues would hold back creditors' recoveries pending resolution of these disputes and result in further diminution, complete elimination, or, at a minimum, significant deferment of all creditors' recoveries. The settlement contemplates certain value being distributed to prepetition equity. The rationale for this settlement is described at pages 6-11 of the Disclosure Statement relating to the Plan. The Creditors' Committee agrees with the Debtors' analysis therein: That to attempt to confirm a Plan without reaching a resolution with the Equity Committee likely would lead to significant additional delay and further erosion of creditor recoveries.

The Plan also secures for the Debtors' stakeholders the benefits of a negotiated settlement of multiple and contentious litigations over contested assets and liabilities among the Debtors, JPMorgan Chase Bank, N.A. ("JPMC"), the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank (the "FDIC-Receiver"), and the Federal Deposit Insurance Corporation, in its corporate capacity (the "FDIC-Corporate"), as embodied in that certain Second Amended and Restated Settlement Agreement, dated as of February 7, 2011, by and

among the Debtors, JPMC and certain of its affiliates, the FDIC-Receiver, the FDIC-Corporate, and the Creditors' Committee, as it has been and may be further amended, together with all exhibits annexed thereto (the "Settlement Agreement"). Although the Bankruptcy Court has twice denied confirmation of prior versions of the Plan, on both occasions the court has found that the Settlement Agreement is fair and reasonable. We believe it is essential to consummate the Settlement Agreement through prompt confirmation of the Plan. Failure to promptly confirm the Plan could jeopardize the Settlement Agreement and result in the reopening of disputes among the parties to the Settlement Agreement, with attendant costs and delays.

Issues to Consider as You Vote

The principal issues for your consideration in connection with the Plan are:

- (i) the reasonableness of the compromise of the Debtors' stakeholders' rights to the assets of the Debtors' estates considered in light of the likely considerable delay necessary to obtain a resolution of such rights in litigation;
- (ii) the reasonableness of the compromise of the Debtors' claims, potential claims, and rights to certain assets embodied in the Settlement Agreement and the Plan, including (a) the Debtors' rights to certain tax refunds, (b) the Debtors' rights in certain deposit accounts, (c) the Debtors' potential recovery from certain litigations or potential litigations against JPMC, the FDIC-Receiver, and the FDIC-Corporate, (d) the Debtors' potential liability to JPMC, the FDIC-Receiver, and the FDIC-Corporate in certain litigations or potential litigations against the Debtors, and (e) other assets or potential assets of the estate that have been the subject of disputes among certain of the parties to the Settlement Agreement; and
- (iii) the potential for ongoing accrual of interest and fees to erode the distributions to be received by certain classes of unsecured creditors.

Although the Creditors' Committee, by this letter, expresses its support for the Plan, this letter does not necessarily reflect the views of any of the individual Committee Members, each of which reserves any and all of its rights.

If you have any questions with respect to the Plan or the treatment of your claims, please contact the Creditors' Committee's counsel, Akin Gump Strauss Hauer & Feld LLP, by emailing WMIcreditorscommittee@akingump.com or calling (310) 552-6630.

Very truly yours,

The Official Committee of Unsecured Creditors of
Washington Mutual, Inc., et al.

Exhibit 6-3

Equity Committee's Plan Support Letter

The Official Committee of Equity Security Holders
of Washington Mutual, Inc. et al.

January 12, 2012

To: The Equity Security Holders of Washington Mutual, Inc.

RE: In re Washington Mutual Inc., et al., Case No. 08-12229 (MFW)

Dear Equity Security Holders:

The Official Committee of Equity Security Holders (the "Equity Committee") is a fiduciary representative of holders of equity securities of Washington Mutual, Inc. ("WMI", and together with WMI Investment Corp., the "Debtors") comprised of the issued and outstanding shares of both WMI preferred and common stock.

Throughout these chapter 11 cases, the Equity Committee has advocated for the highest possible recovery for all equity security holders. Recently, the Equity Committee has been actively involved in plan negotiations as part of the Bankruptcy Court-ordered mediation. As a result of these negotiations, the Equity Committee, the Debtors and other parties in interest have reached a resolution of the differences among them which, subject to approval of the Debtors' Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Seventh Amended Plan") by the Bankruptcy Court, will result in a recovery for holders of Preferred Equity Interests and Common Equity Interests. The terms of the Seventh Amended Plan which address the recovery for equity holders are summarized below.

With this letter, you are receiving the Disclosure Statement for the Seventh Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement"). Attached to the Disclosure Statement is the Seventh Amended Plan. The Seventh Amended Plan is the legal document that, if confirmed by the Bankruptcy Court, will dictate what you will receive from the Chapter 11 case on account of your equity interests. The Disclosure Statement provides information to help you determine whether you should vote in favor of the Seventh Amended Plan. The Equity Committee recommends that you read the Disclosure Statement and the Seventh Amended Plan carefully. To the extent that there is any inconsistency between the Disclosure Statement or the Seventh Amended Plan and this letter, the Disclosure Statement or the Seventh Amended Plan shall control.

THE EQUITY COMMITTEE SUPPORTS THE SEVENTH AMENDED PLAN, BELIEVES RECOVERIES TO HOLDERS OF PREFERRED AND COMMON STOCK CONTEMPLATED BY THE SEVENTH AMENDED PLAN TO BE IN THE BEST INTERESTS OF HOLDERS OF EQUITY INTERESTS AND RECOMMENDS THAT ALL HOLDERS OF PREFERRED AND COMMON EQUITY INTERESTS VOTE TO ACCEPT THE SEVENTH AMENDED PLAN AND GRANT THE SPECIFIED RELEASES.

If the Seventh Amended Plan is confirmed by the Bankruptcy Court, the holders of preferred and common equity interests that elect to grant the releases set forth in Section 41.6 of the Seventh Amended Plan will receive, as more fully set forth below:

- *Pro rata* share of 200 million shares of new common stock of Reorganized WMI and the right to appoint a controlling majority of Reorganized WMI's board of directors. Reorganized WMI will be capitalized with \$75 million in cash, a \$125 million credit facility, and other assets.
- Liquidating Trust Interests that may generate cash recovery for equity holders in the event all allowed claims and postpetition interest claims on allowed claims are paid in full.
- Representation on the Trust Advisory Board that will manage the Liquidating Trust.
- Majority representation on the Litigation Subcommittee of the Liquidating Trust that will manage certain litigation brought on behalf of the Liquidating Trust and its beneficiaries.

Under the Seventh Amended Plan, holders of equity interests represented by the outstanding shares of preferred stock of WMI issued prior to or on September 26, 2008 (referred to as "Preferred Equity Interests" in the Seventh Amended Plan and are classified in Class 19) and holders of equity interests represented by the issued and outstanding shares of common stock of WMI issued prior to or on September 26, 2008 (referred to as "Common Equity Interests" in the Seventh Amended Plan and are classified in Class 22, and holders of Dime Warrants in Class 21) are impaired. The holders of Preferred Equity Interests and of Common Equity Interests are entitled to vote to accept or reject the Seventh Amended Plan.

RELEASES REQUIRED FOR PARTICIPATION IN RECOVERY:

Section 41.6 of the Seventh Amended Plan provides for certain releases by holders of equity interests. The Equity Committee recommends that you read this section carefully. **PLEASE NOTE THAT IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE SEVENTH AMENDED PLAN, YOU MUST RETURN AN EXECUTED BALLOT WITHOUT HAVING CHECKED THE BOX OPTING OUT OF GRANTING THE RELEASES. THE DEADLINE TO RETURN YOUR RELEASE AND MAKE THE ELECTION ENTITLING YOU TO A DISTRIBUTION IS FEBRUARY 28, 2012 (the "Release Deadline").** Please also note that, in order for your vote to be counted in support of (or in opposition to) the Seventh Amended Plan, you must return your ballot on or before the deadline set by the Court. The deadline to return your ballot is February 9, 2012 (the "Ballot Deadline"). If you fail to return your ballot by the Ballot Deadline, but return a ballot without having checked the box opting out of granting the releases and return it before the Release Deadline, you will still be entitled to receive a distribution under the Seventh Amended Plan. **DO NOT DELAY IN RETURNING YOUR BALLOTS.** Holders of WMI equity interests who do elect to not grant the releases set forth in Section 41.6 of the Seventh Amended Plan by checking the "opt out" box on the ballot will not receive any distribution under the Plan.

The legal scope of the releases is defined in Section 41.6 of the Seventh Amended Plan and associated definitions and related sections of the Plan. In general, consenting equity holders

will be releasing (a) the four creditor hedge funds known as "AAOC" (these funds are also known as the "Settlement Note Holders")¹; (b) all other creditors who hold one of the four major classes of bonds (senior notes, senior subordinated notes, CCB notes, and PIERS); and (c) JPMorgan Chase, the Federal Deposit Insurance Corporation and other parties to the Global Settlement Agreement, for all claims related to the Debtors and their bankruptcy estates.

As part of the resolution the Equity Committee has reached with the Debtors and other parties in interest, the Equity Committee has agreed, subject to confirmation of the proposed Seventh Amended Plan, to waive any and all rights to pursue claims for equitable disallowance and causes of action against AAOC and the holders of senior notes, senior subordinated notes, CCB notes, and PIERS, and will dismiss with prejudice its appeals of the Global Settlement Agreement and prior iterations of the plan.

POTENTIAL RECOVERY FOR EQUITY HOLDERS GRANTING RELEASES:

If the Seventh Amended Plan is approved by the Bankruptcy Court, WMI's equity holders who have granted timely releases will obtain potential recovery through two sources: ownership of the Reorganized Debtor and interests in the Liquidating Trust (following satisfaction of claims senior in priority to equity interests). From the perspective of equity holders, the Seventh Amended Plan provides significant improvements over prior plans with regard to both of these interests.

Reorganized Debtor: Under the Seventh Amended Plan, WMI's preferred and common shareholders will own 95% of reorganized WMI. The stock to be issued in connection with the Seventh Amended Plan will be subject to significant restrictions on transfer. The holders' ability to transfer ownership will be limited, as described fully in the proposed Articles of Incorporation (filed prior to the confirmation with the Plan Supplement documents.)

Further, the stock will not initially be listed on a nationally recognized stock exchange and may not ever be so listed. Listing would require both that Reorganized WMI meet listing and eligibility requirements and that Reorganized WMI's Board of Directors be satisfied such listing would be in the best interests of the company. Reorganized WMI may be able to have its stock quoted on the OTCBB and/or the OTC Pink, subject to meeting eligibility requirements and to the Board's determination that such action is in the best interest of the company.

The proposed ownership structure is intended to provide the Reorganized Debtor with the full benefit of the tax Net Operating Loss ("NOL") generated by the loss of WMB's assets. In addition to the NOL, the Reorganized Debtor will be funded with \$75 million in cash and will have access to a \$125 million credit facility for use as working capital to either acquire or build a financial or insurance business, taxable income from which may be able to be offset by the NOL.

¹ The four hedge funds that make up AAOC are Appaloosa Management L.P.; Aurelius Capital Management LP; Centerbridge Partners L.P.; and Owl Creek Asset Management L.P. and certain funds managed by these entities and other affiliates.

As in the prior plans, Reorganized WMI will emerge from bankruptcy with two major assets, a runoff portfolio of mortgage insurance policies and an NOL that is likely to be over \$6 billion dollars. The runoff portfolio is currently valued at \$140 million. Under the Seventh Amended Plan, after elections are made in connection with solicitation, as discussed below, Reorganized WMI will issue notes to current WMI creditors for \$130 million of the runoff proceeds and the other \$10 million of those proceeds will be retained by the company. Significantly, the runoff notes will have recourse only to the proceeds of the portfolio, meaning that, if the insurance policies ultimately generate less income than the \$140 million (present value) currently predicted, the holders of those notes will not be able to require Reorganized WMI to make up the deficiency from any of its other assets.

Ninety-five percent (95%) of the common stock in Reorganized WMI will be distributed to current WMI equity holders who elect to grant releases under the Seventh Amended Plan. Five percent (5%) of the common stock will be distributed to current WMI creditors who make an election to contribute a portion of the runoff proceeds to Reorganized WMI (this election is the basis for the \$10 million in runoff proceeds retained by Reorganized WMI, as discussed in the previous paragraph.) The Equity Committee proposes that 70% of the remaining Reorganized WMI common stock (70% of the 95%) be distributed to current WMI preferred equity holders and 30% of the remaining Reorganized WMI common stock (30% of the 95%) be distributed to current WMI common shareholders, but the Bankruptcy Court will have discretion to allocate the distribution among current preferred and current common shareholders as it sees fit.

It is presently assumed that Reorganized WMI will seek to acquire additional insurance assets or companies, or other financial-related businesses. These efforts will be overseen by a five-member board of directors, four of whom will be initially appointed by the Equity Committee and whose positions will, in the future, be subject to election by Reorganized WMI's stock holders (i.e. current WMI equity holders who grant releases and elect to take the stock under the Seventh Amended Plan.) The fifth director will be appointed by the lenders of the \$125 million credit facility.

Reorganized WMI will have access to four major sources of funding:

1. Reorganized WMI will receive \$10 million of the insurance runoff proceeds, as discussed above.
2. Creditors who elect to contribute this portion of their runoff proceeds will also be electing to contribute 50% of any future distributions from the Liquidating Trust attributable to the affirmative litigation managed by the Litigation Subcommittee (as discussed below).
3. Reorganized WMI will receive \$75 million in cash outright on emergence as a result of an election by holders of WMI's senior and senior subordinated notes. This contribution is being provided by these creditors expressly in exchange for the releases that will be granted by equity holders who elect to support the Seventh Amended Plan.

4. Reorganized WMI will have access to a \$125 million credit facility.

The Equity Committee believes that the terms of the \$125 million credit facility are favorable to Reorganized WMI. Interest on any outstanding loan under the credit facility will be a fixed 7%, of which 6% is due in cash and 1% is payable in kind at the election of Reorganized WMI. The loan is divided into two tranches. Tranche A is \$25 million and Tranche B is \$100 million. Either Tranche may be drawn in increments of \$2.5 million or larger. Tranche A may be drawn at any time without qualification as to use of proceeds. In order to draw on Tranche B, Reorganized WMI must present a business plan or acquisition target that is approved by either the board member appointed by the credit facility lenders or, if that board member does not approve, Reorganized WMI must present an opinion from an independent third-party valuation expert that the target is to be acquired at a fair price. Up to \$10 million of the Tranche B facility may be used to fund the creation of a new business by Reorganized WMI, the remainder is available solely for acquisition of existing businesses.

Liquidating Trust: The Liquidating Trust will receive, manage, and liquidate all assets belonging to the Debtors that are not directly distributed to creditors under the Seventh Amended Plan, apart from the assets allocated to the Reorganized Debtor. These Liquidating Trust assets include potential litigation claims that have not been resolved (by settlement or otherwise) against a number of entities and individuals who may have contributed to WMI's failure, including accountants and underwriters. Distribution of any money obtained as these assets are liquidated will follow the priority scheme in the Bankruptcy Code, and creditors will be made whole before any money can be distributed to WMI preferred or common share holders.

Under the Seventh Amended Plan, representatives appointed by the Equity Committee will have meaningful involvement in the management of the Liquidating Trust. This change from prior plans is an important factor in the Equity Committee's decision to support the Seventh Amended Plan. The Liquidating Trust will be overseen by a seven-member Trust Advisory Board (the "TAB"). The TAB will initially be made up of three members appointed by the Equity Committee, three members appointed by the Creditors' Committee, and one member appointed by the Creditors' Committee and approved by the Equity Committee. At the point when unpaid creditor claims, including interest, have been reduced to \$50 million, one of the TAB members appointed by the Creditors' Committee will resign and a replacement will be appointed by the members appointed by the Equity Committee, giving the Equity Committee appointees majority control over the TAB. When creditor claims have been paid in full, the remaining Creditors' Committee appointees will resign, and the TAB will be controlled solely by Equity Committee appointees.

In addition to representation on the TAB, the Equity Committee will control a sub-committee of the TAB known as the Litigation Subcommittee. The Litigation Subcommittee will consist of two of the Equity Committee appointees to the TAB and one of the Creditor Committee appointees to the TAB. The Litigation Subcommittee will control both certain affirmative claims, seeking recovery for the Liquidating Trust, and the defense of certain claims brought by plaintiffs seeking a recovery from the Debtors or the Liquidating Trust. Affirmative claims controlled by the Litigation Subcommittee include all unresolved claims for professional

malpractice, breach of fiduciary duty, and business tort claims that belonged to WMI or any of the other Debtors that are not being released under the Seventh Amended Plan. The claims defended by the Litigation Subcommittee include all claims falling into Class 18 in the Seventh Amended Plan which are claims based upon, among other things, alleged harm to holders of debt securities issued by WMI or its non-debtor subsidiary, Washington Mutual Bank. The defense of suits brought by litigants or other claimants who have asserted a General Unsecured Claim falling in Class 12 will be controlled by the TAB. The Litigation Subcommittee's settlement authority over the claims it is responsible for pursuing or defending will be exclusive for the first six months after emergence. After six months, either the TAB or the Litigation Subcommittee will have the authority to settle claims being managed by the Litigation Subcommittee.

The Litigation Subcommittee will have available up to \$20 million to fund the litigation efforts of the Liquidating Trust with respect to its affirmative claims. Litigation costs incurred to defend claims managed by the Litigation Subcommittee will be paid by the Liquidating Trust from funds other than this \$20 million. Of the \$20 million, the first \$10 million will be immediately available to the Litigation Subcommittee, the second \$10 million will be available on request to the TAB, which authorization must not be unreasonably withheld. The Litigation Subcommittee has sole authority to retain and supervise counsel for both the affirmative and defensive claims it is responsible for managing.

The Equity Committee believes that this management and funding structure for the Liquidating Trust and Litigation Subcommittee embodies a reasonable balance between the interests of WMI's remaining creditors and its equity holders and provides equity representatives with a meaningful voice in the decisions that will determine potential future distributions to current shareholders. **We recommend WMI's equity holders support the Seventh Amended Plan on this basis and vote to accept the Seventh Amended Plan.**

Following more than a year and a half of litigation during which the Equity Committee successfully defeated confirmation of two prior plans, the Equity Committee engaged in weeks of very intense negotiations with individual creditors, the Debtors, the Creditors Committee and other parties-in-interest to arrive at the terms of the Seventh Amended Plan, including the assets to be held by Reorganized WMI. The Equity Committee believes that the proposed Seventh Amended Plan represents the best chance for the largest possible recovery by its constituents. In particular, the Equity Committee believes that this outcome is far preferable to the uncertainty and delay inherent in what could be years of future litigation seeking to obtain a better result. **The Equity Committee recommends that all WMI equity holders promptly return ballots indicating that they will not opt out of granting the proposed releases and accept the Seventh Amended Plan.**

Very truly yours,

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

The Equity Committee has received a substantial number of questions about the Seventh Amended Plan from shareholders. Below are the Equity Committee's responses to many of the most frequently asked questions.

Shareholders should review the Disclosure Statement, Seventh Amended Plan, and each of the documents referred to herein carefully. This document is not a substitute for that review and is qualified by the terms of the documents referred to herein. In case of any inconsistencies between this document and the Disclosure Statement or the Seventh Amended Plan, the Disclosure Statement and the Seventh Amended Plan will control.

Q: Do any of the members of the Equity Committee hold preferred stock?

A: Yes. Two of the three members hold preferred stock. At least one member holds pre-seizure stock.

Q: How does the Equity Committee make decisions?

A: Each committee member has one vote on all matters. A majority of votes is required for any action to be taken by the Equity Committee.

Q: Why does the Equity Committee believe the proposed Seventh Amended Plan and the settlement is in the best interest of WMI shareholders?

A: The Equity Committee firmly believes that the Seventh Amended Plan represents the best opportunity for recovery by WMI shareholders. Under this plan, Reorganized WMI will have a multi-billion dollar net operating loss carryforward ("NOL"), \$75 million in funding, and access to a \$125 million financing facility to start or acquire a business. Under the Seventh Amended Plan, Reorganized WMI has the potential and the wherewithal to become a viable financial institution owned by WMI's existing equity holders. Alternative paths for recovery for equity would have required continued litigation, quite possibly for years, at huge cost and with no guarantees of success and much risk.

In deciding to enter into the settlement that became the basis for the modified Seventh Amended Plan, the Equity Committee was advised by its professionals, including its attorneys. The Equity Committee cannot publicly disclose the specific advice it received or the work product of its counsel without running the risk that the attorney-client and work product privileges would be lost and that this information would then become discoverable by third parties against whom the Equity Committee would be pursuing claims if the proposed Seventh Amended Plan is ultimately not confirmed by the Bankruptcy Court.

Among the factors that the Equity Committee considered in deciding to settle were the following:

Recovery from JPMC or the FDIC would require undoing the Global Settlement Agreement, which the Bankruptcy Court has now twice approved. Although the Equity Committee has a pending appeal of that decision, it is very possible that the Equity Committee's appeal will be

rendered moot if a plan is confirmed and the terms of the Global Settlement are implemented. The Equity Committee has sought leave for immediate appeal from the Delaware District Court, but to date, leave has not been granted. Even if the appeal were heard, the Bankruptcy Court's decision approving the Global Settlement is entitled to substantial deference under the controlling standard of review by the appeals courts.

Recovery of additional value from the Settlement Note Holders also faces significant challenges. Although the Bankruptcy Court found that the Equity Committee's allegations of misconduct against the hedge funds present a "colorable claim" for equitable disallowance, that was not a final decision by the Bankruptcy Court on the merits of the claims. It was a significant decision, but it was one that only would have allowed the Equity Committee to proceed with litigation in the absence of a settlement; it was not a finding of wrongdoing. The Settlement Note Holders have made abundantly clear that they intend to fight these allegations vigorously and are prepared to spend significant time and money in doing so. They have described many of their legal and factual defenses to the claims for equitable disallowance in their pending motions for leave to appeal the Bankruptcy Court's order. Although the Equity Committee disagrees with these arguments, they are not frivolous, and there is no assurance that at the end of potentially years of additional litigation and appeals the Equity Committee will prevail.

The Equity Committee and its professionals have fought many battles for shareholders in this bankruptcy. We successfully opposed confirmation of two plans that would have provided no recovery to equity. We walked away from a prior settlement proposal when it became clear that the terms of the deal would be so onerous for Reorganized WMI that equity holders were very unlikely to see any recovery. We are convinced that this deal is different, and that it constitutes equity's best chance at a meaningful recovery.

Q: Is this proposed settlement any better than the deal that was under consideration in June 2011?

A: Yes, the Equity Committee believes that the current settlement is significantly better in several respects. It provides a number of advantages with respect to Reorganized WMI. First, the runoff notes will be non-recourse, limiting creditors' recovery from the company to the value of the reinsurance portfolio. This was not the case in the prior negotiations. Second, it provides for \$75 million in cash funding to Reorganized WMI. (Contrary to representations in some questions we have received from shareholders, none of this \$75 million is committed to attorneys' fees.) Third, it provides for a larger credit facility—\$125 million—on more favorable terms. Fourth, it provides for a contribution of \$10 million in proceeds from WMMRC's insurance portfolio and certain litigation proceeds to Reorganized WMI. The Equity Committee believes that these financial concessions (the non-recourse runoff notes, cash, credit facility, and insurance and litigation proceeds) give Reorganized WMI a meaningful opportunity to get off the ground as a new business and potentially to provide significant additional recovery to current WMI shareholders. The current settlement also provides for greater representation of equity on the board of the Liquidating Trust, and, in particular, for equity representatives to control future litigation claims that presents the best chance of a recovery for equity holders from the Liquidating Trust.

Q: Have any of the Equity Committee's attorneys or other professionals been retained, or been given promises of retention, by the Liquidating Trust?

A: No. If the Seventh Amended Plan is confirmed, the Trust Advisory Board and Litigation Subcommittee will have authority to retain counsel to pursue and defend litigation claims. In several instances, as described in the Disclosure Statement, firms that have already been working on certain claims will be retained (at least initially) to continue that work. These include Klee Tuchin, for claims against former Officers and Directors of WMI and its affiliates, and Weil Gotshal and Quinn Emanuel for the defense of the company against certain securities-related claims. Susman Godfrey, Ashby & Geddes and Schwabe, Williamson & Wyatt have not been offered the responsibility for any litigation or any other representation of the Liquidating Trust and there is no express or implicit arrangement for the retention of either of these firms in the future.

Q: What will my reorganized shares be worth?

A: The value of your reorganized shares will primarily be determined by the future success of Reorganized WMI. The Equity Committee believes the success of the new company will depend, among other things, on the business judgment, ingenuity, planning, and execution of business strategies by a new Board of Directors and new management. In addition, recoveries for equity holders will be enhanced by any proceeds received by the Liquidating Trust in excess of remaining creditor claims.

Q: Can the judge change the distribution to shareholders?

A: Under the Seventh Amended Plan, current holders of WMI's preferred equity who agree to grant the Non-Debtor Releases (described in Section 41.6 of the Seventh Amended Plan) are entitled to receive their pro rata share of up to 70% of the common stock in Reorganized WMI, and the current holders of WMI's common equity who agree to grant the Non-Debtor Releases are entitled to receive their pro rata share of up to 30% of the common stock in Reorganized WMI. The Seventh Amended Plan provides that if the Bankruptcy Court determines that the foregoing allocation of the Reorganized Common Stock is not appropriate, the Bankruptcy Court may alter the allocation. The Equity Committee believes that the proposed allocation is fair and supportable. However, it is possible that the Bankruptcy Court may determine that the Bankruptcy Code, or the case law interpreting the Bankruptcy Code, requires that current holders of common equity receive no recovery unless the holders of preferred equity consent.

Q: Are plans in place for Reorganized WMI to be acquired or merge with another entity shortly after emergence?

A: To our knowledge, no such plans have been made, could not be made, and no discussions have occurred with any third-parties. Any merger or acquisition of Reorganized WMI would be the responsibility of the new Board of Directors. No one should assume that Reorganized WMI will be an attractive target for acquisition or merger with third parties.

Q: Why are the notes for the value of the runoff of the insurance portfolio paying 13% interest?

A: Thirteen percent is the discount rate that was applied to anticipated future revenues from the reinsurance portfolio to arrive at the \$140 million present value of that portfolio. A corresponding interest rate must therefore be applied to the \$140 million notes in order to capture the value of the runoff assets. It is important to remember that the notes are non-recourse and creditors who hold those notes will not be able to collect any amounts due (whether principal or interest) from any assets held by Reorganized WMI other than the runoff portfolio.

Q: Who will be on the Board of Directors of Reorganized WMI?

A: Upon emergence from bankruptcy, the Board of Reorganized WMI will consist of five directors. The Equity Committee will select four members of this initial board. One member has been selected by the underwriters of the new company's credit facility. The Equity Committee is currently assessing various candidates for the four positions that the Equity Committee would be empowered to appoint. The Equity Committee intends to identify its selections for the board and make them publicly known before current shareholders must submit their ballots on the Seventh Amended Plan.

Q: Will shareholders of Reorganized WMI be allowed to change the new Board of Directors?

A: Shareholders of Reorganized WMI will have the ability to elect board members under the normal corporate governance process and will have removal rights as provided under Washington law.

Q: How will the Board of Directors of Reorganized WMI be compensated?

A: Just as with any corporation, the new Board of Directors will determine its compensation. The Board will make this determination in accordance with its business judgment based on market and other factors. It is the expectation of the Equity Committee that the new Board of Directors and new management will receive compensation that is aligned with shareholders' interests in order to enhance the new company's value.

Q: Can I elect to receive shares in Reorganized WMI after it emerges from bankruptcy?

A: No. In order to receive shares in Reorganized WMI under the proposed Seventh Amended Plan, a shareholder must grant releases by the voting deadline. Allowing the issuance of shares after the emergence of Reorganized WMI from bankruptcy could be interpreted by the IRS as a change of control, which would jeopardize the company's ability to use its significant Net Operating Loss (NOL) carry-forwards under IRS regulations.

Q: Why do the various creditor classes have up to one year to grant releases but shareholders have only until February 22, 2012 to grant releases?

A: As explained in the answer to the previous question, our understanding is that to preserve the company's ability to use NOL carry-forwards, IRS regulations require that ownership of Reorganized WMI be fixed at the time of emergence from bankruptcy (with only limited subsequent changes). These regulatory change-of-control provisions do not apply to the creditors because they will not become owners of Reorganized WMI.

Q: What does the term "restricted stock" mean?

A: Restricted stock is stock that is subject to certain restrictions on its transferability. These restrictions are typically imposed by Federal and state securities laws, but may also be imposed by a company's articles of incorporation, bylaws, or shareholder agreements. Under the proposed Seventh Amended Plan, the transferability of the stock of Reorganized WMI would be restricted by the company's proposed articles of incorporation.

Q: Why will the transfer of stock of the reorganized debtor be restricted?

A: Under Section 1145(a) of the Bankruptcy Code, except with respect to an underwriter, stock issued pursuant to a plan of reorganization in exchange for a claim against debtor is exempt from the registration requirements under the securities law and typically not restricted, except in the hands of control persons. However, in our case, restrictions on subsequent transfer is advisable to reduce the risk of the IRS taking the position that a change of control had occurred and therefore attempting to disallow Reorganized WMI's future use of the very significant NOL carry-forwards. Specifically, it was deemed necessary to restrict the ability of a shareholder to beneficially own more than 4.75% of Reorganized WMI common stock, and if a shareholder initially owns more than 4.75% of Reorganized WMI common stock upon emergence, to restrict the shareholder's ability to dispose of such stock. The proposed restrictions will be described in the proposed form of articles of incorporation of Reorganized WMI.

Q: Will the stock of Reorganized WMI be tradable immediately upon emergence?

A: This will depend on a number of factors, including requirements imposed by the SEC upon emergence from bankruptcy. The new Board of Directors will evaluate the options available with regard to trading markets and determine what is in the best interests of the reorganized company. The stock will not immediately be listed on a nationally recognized stock exchange and may not ever be so listed. Reorganized WMI may be able to have its stock quoted on the OTCBB and/or the "OTC-Pink", subject to meeting certain eligibility requirements. Subject to the restrictions on transfer contained in the articles of incorporation discussed above and complying with applicable securities laws, the stock should be transferable if quoted on the OTCBB or OTC-Pink.

Q: Who are the Equity Committee's three appointees to the Liquidating Trust Advisory Board?

A: Michael Willingham, chair of the Equity Committee; Joel Klein, an employee of PPM America, an investor in WMB bonds that had asserted a claim against the WMI Estate; and Hon.

Douglas Southard, a pre-bankruptcy shareholder and a very recently retired Superior Court Judge for Santa Clara County California (1998 through 2011).

Q: Why did the Equity Committee vote to appoint a representative from one of the WMB bondholder groups as a member of the Liquidating Trust?

A: A group of WMB bondholders, including PPM America, asserted a multi-hundred million dollar claim against the estate, the holders of which could be expected to argue that their claim, if allowed, would need to be satisfied before WMI equity holders could receive anything. Shortly before the Modified Seventh Amended Plan was filed, the Debtors (in consultation with the Equity Committee) negotiated a settlement with this group of WMB bondholders for an allowed claim in the amount of \$15 million. As part of the quid pro quo for the agreement by these WMB bondholders to reduce their claim, the Equity Committee agreed to the appointment of these bondholders' nominee to the Liquidating Trust Advisory Board.

Q: How did Mr. Willingham get appointed as a candidate to serve on the Liquidating Trust Advisory Board?

A: The Equity Committee voted to have Mr. Willingham serve in this capacity. Having served on the Equity Committee since its inception, Mr. Willingham has extensive knowledge of the WMI bankruptcy proceedings and of related claims. The Equity Committee determined that it was in the best interests of the Liquidating Trust to utilize Mr. Willingham's knowledge and experience. Mr. Willingham abstained from voting on his appointment.

Q: How will the members of the Liquidating Trust Advisory Board be compensated?

A: Terms of compensation for the TAB are still under negotiation but will be announced before equity holders will be asked to vote on the Plan. Compensation is expected to be at a market rate comparable to the compensation paid to liquidating trust board members in other major bankruptcies.

Q: Why did the Equity Committee agree to accept Mr. Kosturos as the initial Liquidating Trustee?

A: The Equity Committee believes that Mr. Kosturos' knowledge about the claims and causes of action that will be under the control of the Liquidating Trust after emergence from bankruptcy, as well as other issues that will need to be addressed and resolved by the Liquidating Trust will be useful, at least during a transition period. Mr. Kosturos will serve as the Liquidating Trustee only for an initial transition period, probably of six months. Any concerns about Mr. Kosturos' willingness to protect the interests of equity holders should be ameliorated by the limited term for which he will serve and by the supervision of the Liquidating Trust Advisory Board.

Q: What litigation claims will the Liquidating Trust pursue and for whose benefit?

A: The Litigation Subcommittee of the Liquidating Trust Advisory Board will have authority to pursue all affirmative claims belonging to WMI that have not been resolved or settled. These

include certain claims for pre-petition misconduct that contributed to the bankruptcy. Depending on the results of an investigation into the merits of these claims, the targets of such claims might include WMI's auditors, former officers and directors of the company, and underwriters and other firms retained by WMI. Any proceeds recovered from this litigation will flow through the waterfall to creditors whose claims have not been paid in full by the initial distribution. If and when those creditors have been made whole, further proceeds would benefit equity.

Q: Will WMB Bondholders have any right to recover proceeds from the Liquidating Trust?

A: As a general matter, no, WMB Bondholders do not have a right to proceeds of the Liquidating Trust. The exception is for WMB Bondholders who have asserted a claim against the WMI Estate that has been resolved, as part of the settlement referred to earlier, by creation of an allowed claim in Class 18. These WMB Bondholders are entitled to recover the \$15 million amount of their allowed claim, plus post-petition interest, from any assets distributed by the Liquidating Trust as provided by the priority scheme in the Bankruptcy Code (i.e., the "waterfall").

Q: Why did the Equity Committee agree to a settlement without the involvement of the TPS Group or the Dime Warrant Holders?

A: The TPS Group was initially invited to the mediation but was excused early in the process by the mediator. The remaining parties followed Judge Lyons' guidance in reaching a settlement without the TPS Group. The Dime Warrant Holders were not invited to the initial mediation session, but were included in a subsequent mediation to which the Equity Committee was also invited. Although that subsequent session did not result in a settlement, the Debtors have since reached a resolution with the Dime Warrant Holders. The Equity Committee believes that the current settlement agreement represents the most reasonable chance for a recovery by equity holders.

Q: Why did the Equity Committee agree to mediate without the involvement of JPMC and the FDIC?

A: Judge Walrath directed that JPMC and the FDIC be excluded from the mediation, which is consistent with her repeated rulings that the Global Settlement Agreement is fair and reasonable. Given that ruling, the Equity Committee believes that JPMC and the FDIC have little or no incentive to re-open the negotiation of the Global Settlement and consider making substantial additional contributions to the WMI estate. In the overall context of the case, including the Bankruptcy Court's rulings to date, the Equity Committee believes that the current settlement gives equity the best possible chance for a recovery and is preferable to the uncertainty and risk of continued efforts to litigate against JPMC or the FDIC as well as against the Settlement Note Holders and other parties who did participate in this mediation.

Exhibit 6-4

Letter Voicing Opposition to Plan

Communication to Members of Class 16 (Holders of PIERS Claims)

To the Members of Class 16:

This is a communication from investors owned or controlled by Whitebox Advisors, LLC (collectively "Whitebox"). Whitebox holds Preferred Income Equity Redeemable Securities ("PIERS") issued by the Washington Mutual Capital Trust 2001. If you hold PIERS, then Washington Mutual, Inc. and its affiliates (the "Debtors") are seeking your approval of the chapter 11 plan (the "Plan") enclosed in the materials you have received with this letter. For the reasons we discuss below, **WHITEBOX BELIEVES PIERS HOLDERS SHOULD VOTE AGAINST THE PLAN.**

The Plan Requires the PIERS Holders to Pay \$726 Million in Interest to Holders of Contractually Senior Notes

The Plan contemplates that out of what would otherwise be an \$820 million recovery to PIERS holders, \$726 million must be paid to holders of contractually senior notes, leaving PIERS holders with a recovery of \$94 million, or 11% of their claim amount (rather than 97%).¹ The \$726 million is for additional post-petition interest to senior noteholders: specifically, the difference between the federal judgment rate of 1.95% and the generally higher rates under the applicable indentures (the "contract rate"). This feature of the Plan implements two rulings of the Bankruptcy Court in connection with the Plan's prior version: first, that post-petition interest should be paid at the federal judgment rate rather than the contract rate; second, that under contractual subordination provisions, the PIERS holders are required to make up the difference between the federal judgment and contract rates.

Whitebox intends to object to Plan confirmation on the ground that subordination does not require the PIERS to pay to senior noteholders the difference between the federal judgment and contract rates, and if there is an adverse ruling, Whitebox intends to appeal. There is a significant risk, however, that once the Plan is substantially consummated, an appellate court will consider the issue moot and decline to address it. In that event, PIERS holders will lose 86% of their recovery without the opportunity to pursue what Whitebox believes would be a meritorious appeal on this critical issue.

¹ See Exhibit C to the Disclosure Statement (Updated Liquidation Analysis).

If the Plan had a provision for a reserve to cover the interest rate differential, the rights of the PIERS holders would be protected, as the funds would be held in escrow until an appeal is decided. The Plan, however, does not provide for such a reserve.

PIERS holders thus should vote against the Plan because it requires them to increase the recovery to the senior noteholders beyond what the Court ruled they could obtain from the Debtors, at a cost to the PIERS holders of the substantial bulk of their recovery, without protecting the right of the PIERS holders to effectively appeal this substantial and significant issue.

The Plan Provides a Recovery for Equity Holders Even Though PIERS Holders Receive Only 11%

The Plan provides for a recovery for equity holders even though the substantial majority of the PIERS claims, after the subordination described above, will not be paid. Whitebox believes this is unfair to the PIERS holders, who stand ahead of equity in the capital structure and should be fully paid before equity receives a recovery. PIERS holders should vote against the Plan because it does not recognize this priority.

* * *

In summary, the Plan short-changes PIERS holders on both ends: it provides creditors senior to the PIERS holders with an enhanced recovery in the amount of \$726 million at the PIERS' expense, and it provides a recovery to constituents junior to the PIERS, also at the PIERS' expense. The PIERS holders therefore should not approve the Plan.

Note: if you vote against the Plan, this will not prevent you from receiving a distribution if the Plan is confirmed anyway. However, if you vote on the Plan and check the box opting out of the third-party release, you will not be entitled to a distribution under the Plan.

If you or your counsel wish to discuss the foregoing prior to casting your ballot, please feel free to call our counsel John Orenstein (612.436.9802) or Kelly Pierce (612.436.9803) of Ross & Orenstein LLC.

Very truly yours,

WHITEBOX ADVISORS, LLC

Exhibit 6-5

Letter Voicing Opposition to Plan

Communication To Members Of Class 19

To the Members of Class 19:

This communication is being transmitted on behalf of a consortium of investors (the "TPS Consortium") and a group of investors (the "TPS Group" and, together with the TPS Consortium, the "TPS Holders") proposed to be treated under Class 19 of the chapter 11 plan (the "Plan") of Washington Mutual, Inc. (together with affiliates, the "Debtors"), a copy of which Plan is enclosed in the materials you have received with this letter. In connection with your receipt of the Plan and accompanying materials, the Debtors are seeking your vote on the Plan and then intend to seek to have the Plan confirmed and made binding on you by the United States Bankruptcy Court for the District of Delaware (the "Court").

AS DISCUSSED BELOW, THE TPS CONSORTIUM BELIEVES THE PLAN SUFFERS FROM NUMEROUS FATAL FLAWS, INCLUDING THE DEPRIVATION OF CLASS 19 MEMBERS' ENTITLEMENTS TO SIGNIFICANT VALUE AND THE DIVERSION OF THAT VALUE TO OTHER PARTIES.

THE TPS CONSORTIUM BELIEVES MEMBERS OF CLASS 19 SHOULD VOTE AGAINST THE PLAN.

PLEASE NOTE: UNDER THE VOTING PROCEDURES PROPOSED BY THE DEBTORS, YOUR VOTE AGAINST THE PLAN WILL NOT PREVENT YOU FROM RECEIVING A DISTRIBUTION SHOULD THE PLAN BE CONFIRMED OVER YOUR DISSENTING VOTE.

The TPS Consortium and its professionals have carefully reviewed the Plan, and believe it to be substantially-similar (if not worse, from the perspective of Class 19) to the prior two versions of the Plan properly rejected by holders of preferred equity interests. Moreover, the TPS Consortium believes this latest version of the Plan is just a further demonstration of the Debtors' abdication of their duties to preferred equity holders, for the benefit of certain favored outsiders (such as JPMorgan Chase Bank, N.A. and other parties who might bear significant liability to the Debtors' estates). Specifically, the revised Plan would deprive members of Class 19 of value to which they are entitled in favor of structurally inferior classes.

In particular, the TPS Consortium believes you should be aware of the following critical issues before casting your vote on the Plan:

**If You Execute a Release, Your Vote Against The Plan Will Not Prevent You From
Receiving A Distribution**

Under the voting procedures proposed by the Debtors, provided that you execute and deliver a release in accordance with section 41.6 of the Plan, you may vote **against the Plan and still retain your right to a distribution** even if the Plan is confirmed over your dissenting vote. As discussed further below, if Class 19 is determined to reject the Plan, that rejection may bring into effect important protections against the diversion of value away from Class 19 – so your vote against the Plan is important. To vote against the Plan, you should check the box entitled “Reject the Plan” in Item 2 of the enclosed ballot.

The TPS Consortium believes that a separate issue under the Plan is the propriety of the Debtors’ demand that you grant a release of your individual claims against third parties before the Debtors will allow you to receive a Plan distribution (which is addressed under Item 4 of the enclosed ballot). The TPS Consortium believes such a condition is illegal and intends to oppose it at the confirmation hearing. You should make your own decision as to whether you will grant the demanded release. But, even if you elect to grant the demanded release (and retain the right to a distribution under the current version of the Plan), the TPS Consortium still recommends you cast your vote against confirmation of the Plan so as to bring into play important protections provided to preferred equity holders under the Bankruptcy Code (discussed below).

The Plan Contemplates The Diversion of Significant Value Away From Class 19

A remarkable feature of the revised Plan is its contemplated diversion of value away from structurally-senior preferred equity interests and a recovery for common equity interests before preferred equity’s liquidation preferences have been satisfied. More specifically, the Plan contemplates a value split of 70% to preferred equity (Class 19) and 30% to common equity (Classes 21 and 22) with respect to: (a) the stock of the “reorganized” Debtors; and (b) remaining assets, including, *inter alia*, recoveries on significant claims against third parties potentially bearing responsibility for the Debtors’ collapse and bankruptcy filing (e.g., investment banks, ratings agencies, accountants, auditors and other professionals (together, the “Third Party Litigation Targets”)).

The Court has already conducted lengthy valuation proceedings and determined the “reorganized” Debtors (including their residual tax attributes) to have significant value, which value would accrue to holders of the stock in the “reorganized” Debtors. Moreover, the TPS Consortium believes the estate’s claims against the Third Party Litigation Targets could result in significant additional recoveries that could otherwise be available for

distribution to Class 19 upon satisfaction of remaining claims against the Debtors (if any). In connection with the last confirmation hearing, over the Debtors' strenuous objection, the TPS Consortium obtained Court authority to include in the trial record excerpts from a detailed report by the United States Senate's Permanent Subcommittee on Investigations illustrating the types and potential value of just some of the claims that might be brought against Third Party Litigation Targets. For your consideration, a copy of the TPS Consortium's submission is attached hereto at Exhibit A.¹ In sum, the diversion of 30% of the foregoing value to subordinate classes may result in your forfeiture of significant additional recoveries.

Under Bankruptcy Code Section 1129(b)(2)(C), holders of preferred equity interests are entitled to receive payment of their full liquidation preferences before junior classes can receive any recovery. That entitlement (commonly known as the "absolute priority rule") is triggered when a class of preferred equity holders votes against a Plan. If, however, the class of preferred equity votes in favor of a plan that provides for a recovery to junior classes before payment in full of applicable liquidation preferences, the protections of the absolute priority rule may be lost. *As such, the TPS Consortium urges you to vote against the Plan. Class 19's rejection of the Plan would provide greater leverage to prevent the diversion of potentially significant value to subordinate classes before you have received payment, in full, of the liquidation preferences to which you are otherwise entitled.*

Compromise of Potentially-Valuable Estate Claims

During the July 2011 confirmation proceedings in connection with the last version of the Plan, the Official Committee of Equity Security Holders (the "Equity Committee"), with the support of the TPS Group, achieved a significant victory in obtaining permission to proceed with litigation against certain hedge funds accused of engaging in illegal insider trading in securities of the Debtors (the "Settlement Noteholders"). In the September opinion denying confirmation of the Plan, the Court provided a lengthy discussion and analysis of potential claims against the Settlement Noteholders, finding such claims to be "colorable" even on the limited evidence adduced through the minimal discovery conducted by the Equity Committee to that point. See Docket No. 8612, pages 108 - 139. Recovery on such claims could result in significant additional value being made available to members of Class

¹ The TPS Consortium encourages you to obtain a copy of the full Senate Report at http://hsgac.senate.gov/public/_files/Financial_Crisis/FinancialCrisisReport.pdf. The specific "case study" pertaining to Washington Mutual is presented at pages 48 - 160 therein.

19 (either through affirmative recoveries from the Settlement Noteholders or through disallowance of their claims against the Debtors (resulting in more value flowing down to Class 19 through the recovery “water fall”)).

It now appears that in exchange for claimed consideration the TPS Group believes to be inadequate, the Equity Committee has agreed to the revised Plan’s: (a) full release of all claims against the Settlement Noteholders (including claims you might have in your individual capacities to the extent you elect to release such claims in exchange for Plan distributions); and (b) the request that the Court’s September opinion (as it applies to potential claims against the Settlement Noteholders) be withdrawn and vacated as if the Court had never found such claims to be colorable. In the view of the TPS Group, this abandonment of potentially-significant value for Class 19 is not justified by the Settlement Noteholders’ potential provision of a secured loan, post-bankruptcy, to the “reorganized” Debtors² or other minimal (in the view of the TPS Group) consideration the Settlement Noteholders have agreed to provide in connection with the Plan. The TPS Group does not believe the Equity Committee’s agreement to the foregoing to be warranted, and hopes the Equity Committee can be convinced to re-engage in the pursuit of these potentially-valuable claims for the benefit of equity holders.

The TPS Group does not believe the Debtors’ estates are receiving sufficient value in exchange for the release of significant potential claims against the Settlement Noteholders, and recommends that members of Class 19 vote against the Plan and support further investigation into such claims.

² As an initial matter, the identities of the lenders remain to be determined (and may not include any of the Settlement Noteholders). See Disclosure Statement, § III.B.2. To the extent the Settlement Noteholders do actually participate as lenders, it would appear they would reap potentially significant additional rewards for themselves (as opposed to making contributions in exchange for the release of claims against them) with very little risk: (a) the potential loans would be fully guaranteed by all existing and future subsidiaries of the “reorganized” Debtors; (b) the potential loans would be fully secured by substantially all of the assets of the “reorganized” Debtors and the guarantors; (c) the Settlement Noteholders, to the extent they actually do participate as lenders, could be entitled to millions of dollars in fee income if the Debtors actually borrow money; (d) the Settlement Noteholders, to the extent they actually participate as lenders, would be entitled to significant interest income on amounts borrowed; (e) of the \$125 million lending “commitment,” \$100 million would be subject to certain limitations and restrictions and might never be funded; and (f) the Settlement Noteholders, to the extent they become lenders, would be granted a seat on the “reorganized” Debtors’ 5-member board, with voting power to determine whether the Debtors actually draw down on the credit facility. See generally, Disclosure Statement, § III.B.2; Plan, Ex. C.

In sum, the TPS Holders believe the Plan fails to provide members of Class 19 with an appropriate recovery on account of their interests and is another in a series of proposed settlements negotiated against the interests of Class 19. In that regard, the TPS Consortium believes members of Class 19 should vote against the Plan. To the extent you share our concerns regarding the Plan, we would also encourage you to voice your opinion to others who will be voting on the Plan.

If you or your counsel wish to discuss the foregoing prior to casting your ballot, please feel free to contact the TPS Consortium's counsel Robert Stark (212-209-4862) or Jeremy Coffey (617-856-8595) of Brown Rudnick LLP or, with respect to matters involving the Settlement Noteholders, the TPS Group's counsel Howard Kaplan (212-333-0200) of Arkin Kaplan Rice LLP.

Very truly yours,

The TPS Holders

EXHIBIT A

**CORPORATE WASTE, MISMANAGEMENT,
AND BREACHES OF FIDUCIARY DUTY**

- “The first chapter focuses on how high risk mortgage lending contributed to the financial crisis, using as a case study Washington Mutual Bank (WaMu). . . . This case study focuses on how one bank’s search for increased growth and profit led to the origination and securitization of hundreds of billions of dollars in high risk, poor quality mortgages that ultimately plummeted in value, hurting investors, the bank, and the U.S. financial system. WaMu had held itself out as a prudent lender, but in reality, the bank turned increasingly to higher risk loans. Over a four-year period, those higher risk loans grew from 19% of WaMu’s loan originations in 2003, to 55% in 2006, while its lower risk, fixed rate loans fell from 64% to 25% of its originations. At the same time, WaMu increased its securitization of subprime loans sixfold, primarily through its subprime lender, Long Beach Mortgage Corporation, increasing such loans from nearly \$4.5 billion in 2003, to \$29 billion in 2006. From 2000 to 2007, WaMu and Long Beach together securitized at least \$77 billion in subprime loans.” (Senate Report at 2-3)

- “In connection with the hearing, the Subcommittee released a joint memorandum from Chairman Carl Levin and Ranking Member Tom Coburn summarizing the investigation to date into Washington Mutual and the role of high risk home loans in the financial crisis. The memorandum contained the following findings of fact, which this Report reaffirms.
 1. **High Risk Lending Strategy.** Washington Mutual (WaMu) executives embarked upon a High Risk Lending Strategy and increased sales of high risk home loans to Wall Street, because they projected that high risk home loans, which generally charged higher rates of interest, would be more profitable for the bank than low risk home loans.
 2. **Shoddy Lending Practices.** WaMu and its affiliate, Long Beach Mortgage Company (Long Beach), used shoddy lending practices riddled with credit, compliance, and operational deficiencies to make tens of thousands of high risk home loans that too often contained excessive risk, fraudulent information, or errors.
 3. **Steering Borrowers to High Risk Loans.** WaMu and Long Beach too often steered borrowers into home loans they could not afford, allowing and encouraging them to make low initial payments that would be followed by much higher payments, and presumed that rising home prices would enable those borrowers to refinance their loans or sell their homes before the payments shot up.
 4. **Polluting the Financial System.** WaMu and Long Beach securitized over \$77 billion in subprime home loans and billions more in other high risk home loans, used Wall Street firms to sell the securities to investors worldwide, and polluted the financial system with mortgage backed securities which later incurred high rates of delinquency and loss.

5. **Securitizing Delinquency-Prone and Fraudulent Loans.** At times, WaMu selected and securitized loans that it had identified as likely to go delinquent, without disclosing its analysis to investors who bought the securities, and also securitized loans tainted by fraudulent information, without notifying purchasers of the fraud that was discovered.
6. **Destructive Compensation.** WaMu's compensation system rewarded loan officers and loan processors for originating large volumes of high risk loans, paid extra to loan officers who overcharged borrowers or added stiff prepayment penalties, and gave executives millions of dollars even when their High Risk Lending Strategy placed the bank in financial jeopardy." (Senate Report at 50-51)

**MANAGEMENT KNEW THAT IT WAS IMPOSING
UNSUSTAINABLE RISK AND HARM ON THE COMPANY**

- "For most of the five-year period reviewed by the Subcommittee, WaMu was led by its longtime Chairman of the Board and Chief Executive Officer (CEO) Kerry Killinger who joined the bank in 1982, became bank president in 1988, and was appointed CEO in 1990." Other "key" executives include: "President Steve Rotella who joined the bank in January 2005; Chief Financial Officer Tom Casey; President of the Home Loan Division David Schneider who joined the bank in July 2005; and General Counsel Faye Chapman. David Beck served as Executive Vice President in charge of the bank's Capital Markets Division, oversaw its securitization efforts, and reported to the head of Home Loans. Anthony Meola headed up the Home Loans Sales effort. Jim Vanasek was WaMu's Chief Credit Officer from 1999 until 2004, and was then appointed its Chief Risk Officer, a new position, from 2004-2005. After Mr. Vanasek's retirement, Ronald Cathcart took his place as Chief Risk Officer, and headed the bank's newly organized Enterprise Risk Management Division, serving in that post from 2005 to 2007." (Senate Report at 52)
- "In 2004, before WaMu implemented its High Risk Lending Strategy, the Chief Risk Officer Jim Vanasek, expressed internally concern about the unsustainable rise in housing prices, loosening lending standards, and the possible consequences. On September 2, 2004, just months before the formal presentation of the High Risk Lending Strategy to the Board of Directors, Mr. Vanasek circulated a prescient memorandum to WaMu's mortgage underwriting and appraisal staff, warning of a bubble in housing prices and encouraging tighter underwriting." (Senate Report at 65)
- "Mr. Vanasek was the senior-most risk officer at WaMu, and had frequent interactions with Mr. Killinger and the Board of Directors. While his concerns may have been heard, they were not heeded." (Senate Report at 66)
- "Mr. Vanasek told the Subcommittee that, because of his predictions of a collapse in the housing market, he earned the derisive nickname 'Dr. Doom.' But evidence of a housing

bubble was overwhelming by 2005. Over the prior ten years, housing prices had skyrocketed in an unprecedented fashion” (Senate Report at 66)

- “Despite Mr. Killinger’s awareness that housing prices were unsustainable, could drop suddenly, and could make it difficult for borrowers to refinance or sell their homes, Mr. Killinger continued to push forward with WaMu’s High Risk Lending Strategy.” (Senate Report at 68)
- “In August 2007, more than a year before the collapse of the bank, WaMu’s President Steve Rotella emailed CEO Kerry Killinger saying that, aside from Long Beach, WaMu’s prime home loan business ‘was the worst managed business I had seen in my career.’” (Senate Report at 86)

MANAGEMENT IGNORED AND AT TIMES EVEN REWARDED SHODDY LENDING PRACTICES AND LOAN FRAUD

- “Perhaps the clearest evidence of WaMu’s shoddy lending practices came when senior management was informed of loans containing fraudulent information, but then did little to stop the fraud.” (Senate Report at 95)
- “**Downey and Montebello Fraud Investigations.** The most significant example involves an internal WaMu investigation that, in 2005, uncovered substantial evidence of loan fraud involving two top producing loan offices in Southern California. WaMu management was presented with the findings, but failed to respond, leading to the same fraud allegations erupting again in 2007.” (Senate Report at 96)
- “Despite the year-long effort put into the investigation, the written materials prepared, the meetings held, and the fraud rates in excess of 58% and 83% at the Downey and Montebello offices, no discernable actions were taken by WaMu management to address the fraud problem in those two offices. No one was fired or disciplined for routinely violating bank policy, no anti-fraud program was installed, no notice of the problem was sent to the bank’s regulators, and no investors who purchased RMBS securities containing loans from those offices were alerted to the fraud problem underlying their high delinquency rates.” (Senate Report at 98)
- “Over the next two years, the Downey and Montebello head loan officers . . . continued to issue high volumes of loans and continued to win awards for their loan productivity, including winning trips to Hawaii as members of WaMu’s ‘President’s Club.’ One of the loan officers even suggested to bank President Steve Rotella ways to further relax bank lending standards.” (Senate Report at 98)
- “Questionable compensation practices did not stop in the loan offices, but went all the way to the top of the company. WaMu’s CEO received millions of dollars in pay, even when his high risk loan strategy began unraveling, even when the bank began to falter, and even when he was asked to leave his post. From 2003 to 2007, Mr. Killinger was

paid between \$11 million and \$20 million each year in cash, stock, and stock options. In addition, WaMu provided him with four retirement plans, a deferred bonus plan, and a separate deferred compensation plan. In 2008, when he was asked to leave the bank, Mr. Killinger was paid \$25 million, including \$15 million in severance pay.” (Senate Report at 153)

- “In February 2008, the Human Resources Committee approved a bonus plan for executive officers that tried to shield the executive bonuses from any impact caused by WaMu’s mounting mortgage losses. . . . WaMu filed its executive compensation plan with the SEC, as required. The exclusion of mortgage related losses and expenses in the plan attracted notice from shareholders and the press. . . . Mr. Killinger sought to respond to the controversy in a way that would placate investors without alienating executives. His solution was to eliminate bonuses for the top five executives, and make cash payments to the other executives, without making that fact public. . . . In other words, WaMu would announce publicly that none of the Executive Committee members would receive bonuses in 2008, while quietly paying ‘retention grants’ rather than ‘bonuses’ to the next tier of executives. . . . There would be no disclosure of the retention cash payments.” (Senate Report at 154)

**WAMU’S PRE-PETITION STOCK PRICE
(SUGGESTING SOLVENCY) WAS BASED ON MARKET MISINFORMATION**

“At the April 16, 2010 hearing of the Subcommittee, Senator Coburn had the following exchange with Inspectors General Thorson and Rymer, which explains in part why OTS failed as regulator to address WaMu’s harmful lending policies:

Senator Coburn: As I sat here and listened to both the opening statement of the Chairman and to your statements, I come to the conclusion that actually investors would have been better off had there been no OTS because, in essence, the investors could not get behind the scene to see what was essentially misled by OTS because they had faith the regulators were not finding any problems, when, in fact, the record shows there are tons of problems, just there was no action taken on it. . . . I mean, we had people continually investing in this business on the basis – as a matter of fact, they raised an additional \$7 billion before they collapsed, on the basis that OTS said everything was fine, when, in fact, OTS knew everything was not fine and was not getting it changed. Would you agree with that statement or not?

Mr. Thorson: Yes, sir. I think . . . basically assigning a ‘satisfactory’ rating when conditions are not is contradictory to the very purpose for which regulators use a rating system. I think that is what you are saying.

Senator Coburn: Any comments on that Mr. Rymer?

Mr. Rymer: I would agree with Mr. Thorson” (Senate Report at 208)

**MANAGEMENT'S WHEREWITHAL TO
SATISFY JUDGMENTS ON ESTATE CLAIMS
(IN ADDITION TO D&O INSURANCE)**

- “Altogether, from 2003 to 2008, Washington Mutual paid Mr. Killinger nearly \$100 million, on top of multi-million-dollar corporate retirement benefits.” (Senate Report at 153)

**TARGETS FOR AIDING AND
ABETTING LIABILITY: INVESTMENT BANKS**

A. General Findings

- “Another group of financial institutions active in the mortgage market were securities firms, including investment banks, broker-dealers, and investment advisors. These security firms did not originate home loans, but typically helped design, underwrite, market, or trade securities linked to residential mortgages, including RMBS and CDO securities that were at the heart of the financial crisis. Key firms included Bear Stearns, Goldman Sachs, Lehman Brothers, Merrill Lynch, Morgan Stanley, and the asset management arms of large banks, including Citigroup, Deutsche Bank, and JPMorgan Chase.” (Senate Report at 38)
- “Investment banks were a major driving force behind the structured finance products that provided a steady stream of funding for lenders to originate high risk, poor quality loans and that magnified risk throughout the U.S. financial system. The investment banks that engineered, sold, traded, and profited from mortgage related structured finance products were a major cause of the financial crisis.” (Senate Report at 320)
- “If an investment bank agrees to act as an ‘underwriter’ for the issuance of a new security to the public, such as an RMBS, it typically purchases the securities from the issuer, holds them on its books, conducts the public offering, and bears the financial risk until the securities are sold to the public. . . . Underwriters help issuers prepare and file the registration statements filed with the SEC, which explain to potential investors the purpose of a proposed public offering, the issuer’s operations and management, key financial data, and other important facts. . . . If a security is not offered to the general public, it can still be offered to investors through a ‘private placement.’ Investment banks often act as the ‘placement agent,’ performing intermediary services between those seeking to raise money and investors. Placement agents often help issuers design the securities, produce the offering materials, and market the new securities to investors. . . . Whether acting as an underwriter or placement agent, a major part of the investment bank’s responsibility is to solicit customers to buy the new securities being offered. Under the securities laws, investment banks that act as an underwriter or placement agent for new securities are liable for any material misrepresentation or omission of a material

fact made in connection with a solicitation or sale of those securities to investors.”
(Senate Report at 322-23)

- “Broker-dealers also have affirmative disclosure obligations to their clients. With respect to the duties of a broker-dealer, the SEC has held: ‘[W]hen a securities dealer recommends a stock to a customer, it is not only obligated to avoid affirmative misstatements, but also must disclose material adverse facts to which it is aware. That includes disclosure of ‘adverse interests’ such as ‘economic self-interest’ that could have influenced its recommendation.’” (Senate Report at 324, quoting In the Matter of Richmark Capital Corporation, Securities Exchange Act Rel. No. 48758 (Nov. 7, 2003))
- “Investment banks that designed, obtained credit ratings for, underwrote, sold, managed, and serviced CDO securities, made money from the fees they charged for these and other services. Investment banks reportedly netted from \$5 to \$10 million in fees per CDO. Some also constructed CDOs to transfer the financial risk of poorly performing RMBS and CDO securities from their own holdings to the investors they were soliciting to buy the CDO securities. By selling the CDO securities to investors, the investment banks profited not only from the CDO sales, but also eliminated possible losses from the assets removed from their warehouse accounts. In some instances, unbeknownst to the customers and investors, the investment banks that sold them CDO securities bet against those instruments by taking short positions through single name CDS contracts. Some even took the short side of the CDO they constructed, and profited when the referenced assets lost value, and the investors to whom they had sold the long side of the CDO were required to make substantial payments to the CDO.” (Senate Report at 328-29)
- “From 2000 to 2007, Washing Mutual and Long Beach securitized at least \$77 billion in subprime and home equity loans. WaMu also sold or securitized at least \$115 billion in Option ARM loans. Between 2000 and 2008, Washington Mutual sold over \$500 billion in loans to Fannie Mae and Freddie Mac, accounting for more than a quarter of every dollar in loans WaMu originated. . . . WaMu and Long Beach worked with a variety of investment banks to arrange, underwrite, and sell its RMBS securitizations, including Bank of America, Credit Suisse, Deutsche Bank, Goldman Sachs, Lehman Brothers, Merrill Lynch, Royal Bank of Scotland, and UBS.” (Senate Report at 116-118)

B. Goldman Sachs

- “From 2004 to 2008, Goldman was a major player in the U.S. mortgage market. In 2006 and 2007 alone, it designed and underwrote 93 RMBS and 27 mortgage related CDO securitizations totaling about \$100 billion, bought and sold RMBS and CDO securities on behalf of its clients, and amassed its own multi-billion-dollar proprietary mortgage related holdings.” (Senate Report at 8-9)
- “WaMu, Long Beach, and Goldman had collaborated on at least \$14 billion in loan sales and securitizations. In February 2006, Long Beach had a \$2 billion warehouse account with Goldman, which was the largest of Goldman’s warehouse accounts at that time.” (Senate Report at 513)

- “Long Beach was known within the industry for originating some of the worst performing subprime mortgages in the country. . . . Nevertheless, in May 2006, Goldman acted as co-lead underwriter with WaMu to securitize about \$532 million in subprime second lien mortgages originated by Long Beach.” (Senate Report at 513-14)
- “The evidence discloses troubling and sometimes abusive practices which show, first, that Goldman knowingly sold high risk, poor quality mortgage products to clients around the world, saturating financial markets with complex, financially engineered instruments that magnified risk and losses when their underlying assets began to fail. Second, it shows multiple conflicts of interest surrounding Goldman’s securitization activities, including its use of CDOs to transfer billions of dollars of risk to investors, assist a favored client making a \$1 billion gain at the expense of other clients, and produce its own proprietary gains at the expense of the clients to whom Goldman sold its CDO securities.” (Senate Report at 476)
- “Under Goldman’s sales policies and procedures, an affirmative action by Goldman personnel to sell a specific investment to a specific customer constituted a recommendation of that investment.” (Senate Report at 476)
- “In 2006 and 2007, when selling subprime CDO securities to customers, Goldman did not always disclose that the securities contained or referenced assets Goldman believed would perform poorly, and that the securities themselves were rapidly losing value. Goldman also did not disclose that the firm had built a large net short position betting that CDO and RMBS securities similar to the ones it was selling would lose value.” (Senate Report at 476)
- “Throughout 2007, Goldman twice built up and cashed in sizeable mortgage related short positions. At its peak, Goldman’s net short position totaled \$13.9 billion. Overall in 2007, its net short position produced record profits totaling \$3.7 billion for Goldman’s Structured Products Group, which when combined with other mortgage losses, produced record net revenues of \$1.1 billion for the Mortgage Department as a whole. Throughout 2007, Goldman sold RMBS and CDO securities to its clients without disclosing its own net short position against the subprime market or its purchase of CDS contracts to gain from the loss in value of some of the very securities it was selling to its clients.” (Senate Report at 9)

C. Deutsche Bank

- “Both Goldman Sachs and Deutsche Bank underwrote securities using loans from subprime lenders known for issuing high risk, poor quality mortgages, and sold risky securities to investors across the United States and around the world. They also enabled the lenders to acquire new funds to originate still more high risk, poor quality loans. Both sold CDO securities without full disclosure of the negative views of some of their employees regarding the underlying assets and, in the case of Goldman, without full disclosure that it was shorting the very CDO securities it was marketing, raising questions about whether Goldman complied with its obligation to issue suitable investment recommendations and disclose material adverse interests. The case studies also illustrate how these two investment banks continued to market new CDOs in 2007, even as U.S. mortgage delinquencies intensified, RMBS securities lost value, the U.S. mortgage market as a whole deteriorated, and investors lost confidence. Both kept producing and selling high risk, poor quality structured finance products in a negative market, in part because stopping the ‘CDO machine’ would have meant less income for structured finance units, smaller executive bonuses, and even the disappearance of CDO desks and personnel, which is what finally happened.” (Senate Report at 11)
- “In the face of a deteriorating market, Deutsche Bank aggressively sold a \$1.1 billion CDO, Gemstone 7, which included RMBS securities that the bank’s top CDO trader had disparaged as ‘crap’ and ‘pigs,’ and which produced \$1.1 billion of high risk, poor quality securities that are now virtually worthless.” (Senate Report at 333)
- “A substantial portion of the cash and synthetic assets included in Gemstone 7, 30% in all, involved subprime residential mortgages issued by three subprime lenders, Long Beach, Fremont, and New Century, all known for issuing poor quality loans and securities.” (Senate Report at 358)
- “Email [from Deutsche Bank’s top CDO trader] responding to a hedge fund trader at Mast Capital: ‘Long Beach is one of the weakest names in the market.’” (Senate Report at 339)
- “On another occasion in March 2007, a Moody’s analyst emailed a colleague about problems she was having with someone at Deutsche Bank after Moody’s suggested adjustments to the deal: ‘[The Deutsche Bank investment banker] is pushing back dearly saying that the deal has been marketed already and that we came back ‘too late’ with this discovery. . . . She claims it’s hard for them to change the structure at this point.’” (Senate Report at 280)

TARGETS FOR AIDING AND ABETTING LIABILITY: RATINGS AGENCIES

- “Between 2004 and 2007, Moody’s and S&P issued credit ratings for tens of thousands of U.S. residential mortgage backed securities (RMBS) and collateralized debt obligations (CDO). Taking in increasing revenue from Wall Street firms, Moody’s and S&P issued AAA and other investment grade credit ratings for the vast majority of those RMBS and CDO securities, deeming them safe investments even though many relied on high risk home loans. In late 2006, high risks mortgages began incurring delinquencies and defaults at an alarming rate. Despite signs of a deteriorating mortgage market, Moody’s and S&P continued for six months to issue investment grade ratings for numerous RMBS and CDO securities.” (Senate Report at 6)
- “Traditionally, investments holding AAA ratings have had a less than 1% probability of incurring defaults. But in 2007, the vast majority of RMBS and CDO securities with AAA ratings incurred substantial losses; some failed outright. Analysts have determined that over 90% of the AAA ratings given to subprime RMBS securities originated in 2006 and 2007 were later downgraded by the credit rating agencies to junk status. In the case of Long Beach, 75 out of 75 AAA rated Long Beach securities issued in 2006, were later downgraded to junk status, defaulted, or withdrawn.” (Senate Report at 6)
- “Inaccurate AAA ratings introduced risk into the U.S. financial system and constituted a key cause of the financial crisis. In addition, the July mass downgrades, which were unprecedented in number and scope, precipitated the collapse of the RMBS and CDO secondary markets, and perhaps more than any other single event triggered the beginning of the financial crisis.” (Senate Report at 6)
- “Evidence gathered by the Subcommittee shows that the credit rating agencies were aware of problems in the mortgage market, including an unsustainable rise in housing prices, the high risk nature of the loans being issued, lax lending standards, and rampant mortgage fraud. Instead of using this information to temper their ratings, the firms continued to issue a high volume of investment grade ratings for mortgage backed securities.” (Senate Report at 7)
- “It is not surprising that credit rating agencies at times gave into pressure from investment banks and accorded them undue influence in the ratings process. . . . Ratings shopping inevitably weakens standards as each credit rating agency seeks to provide the most favorable rating to win business. It is a conflict of interest that results in a race to the bottom” (Senate Report at 287)
- "Internal Moody’s and S&P emails further demonstrate that senior management and ratings personnel were aware of the deteriorating mortgage market and increasing credit risk. In June 2005, for example, an outside mortgage broker who had seen the head of S&P’s RMBS Group, Susan Barnes, on a television program sent her an email warning

about the 'seeds of destruction' in the financial markets. He noted that no one at the time seemed interested in fixing the looming problem:

'I have contacted the OTS, FDIC and others and my concerns are not addressed. I have been a mortgage broker for the past 13 years and I have never seen such a lack of attention to loan risk. I am confident our present housing bubble is not from supply and demand of housing, but from money supply. In my professional opinion the biggest perpetrator is Washington Mutual. 1) No income documentation loans. 2) Option ARMS (negative amortization) . . . 5) 100% financing loans. I have seen instances where WAMU approved buyers for purchase loans; where the fully indexed interest only payments represented 100% of borrower's gross monthly income. We need to stop this madness!!!' (Senate Report at 269)

TARGETS FOR AIDING AND ABETTING LIABILITY: OUTSIDE APPRAISERS

- "On November 1, 2007, the New York Attorney General issued a complaint against WaMu's appraisal vendors, LSI and eAppraiseIT, alleging fraud and collusion with WaMu to systematically inflate real estate values." (Senate Report at 189)
- "The OTS investigation uncovered many instances of improper appraisals. After reviewing 225 loan files, the OTS appraisal expert found that '[n]umerous instances were identified where, because of undue influence on the [outside] appraiser, values were increased without supporting documentation.' OTS also found that WaMu had violated the agency's appraisal regulations by failing to comply with appraisal independence procedures after they outsourced the function. The OTS investigation concluded that WaMu's appraisal practices constituted 'unsafe or unsound banking practices.' The OTS investigation also concluded that WaMu was not in compliance with the Uniform Standards of Professional Appraisal Practice and other minimum appraisal standards." (Senate Report at 190)