

## REVOCABLE TRUST AGREEMENT

This Trust Agreement (the "Trust Agreement"), by and between Washington Mutual, Inc., a Savings & Loan Holding Company, as grantor, (the "Grantor"), and The Bank of New York (Delaware), a Delaware banking corporation as trustee (the "Trustee"), is entered into this 31 day of January 2002.

### 1. Establishment of Trust; Appointment of Trustee.

By this Trust Agreement, Grantor has executed and delivered this Trust Agreement, and by this Trust has given, granted, bargained, aliened, remised, released, conveyed, transferred, assigned, confirmed, set over, and pledged, and does hereby give, grant, bargain, alien, remise, release, convey, transfer, assign, confirm, set and over unto the Trustee, and its successors, on behalf of the Grantor, all of Grantor's respective right, title and interest in the assets conveyed hereunder as set forth in Section 2 (including the investment income therefrom) and all other rights, titles, interests and properties of every kind and of every name and nature that are from time to time hereinafter by delivery or by writing of any kind assigned or transferred to the Trustee by Grantor or by anyone on its behalf, or with its written consent (collectively, the "Trust"). Grantor hereby appoints the Trustee to serve as a trustee in the capacity described herein.

### 2. Trust Assets.

The Grantor does hereby transfer, assign and convey in trust, to Trustee the assets identified in Schedule A hereto (the "Assets"), to hold in trust and administer and distribute in accordance with this Trust Agreement. The Trust, includes but is not limited to (i) the Assets (which shall be used to purchase the Insurance Contracts as defined in Section 4), (ii) the Insurance Contracts, (iii) the insurance proceeds payable upon the death of any of the insureds under such Insurance Contracts, (iv) the cash surrender value of such Insurance Contracts, and (v) any investment income resulting from investments of cash held in the Trust made upon the direction of the Grantor. The Grantor shall have the right to transfer to Trustee at any time additional cash and other property acceptable to Trustee to be held in trust on the terms set forth herein. The cash and other property transferred to Trustee by the Grantor, now or in the future, shall be held as a separate share of this Trust.

### 3. Representations, Warranties and Covenants of the Grantor.

The Grantor does hereby represent, warrant and convey to Trustee, as an inducement for Trustee to enter into this Trust, as follows:

a. Grantor has full corporate power and authority to execute and deliver this Trust and to perform its obligations hereunder.

b. This Trust has been duly authorized, executed and delivered by Grantor and constitutes the legal, valid and binding obligations of the Grantor, enforceable against Grantor in accordance with the terms of this Trust, except as such enforceability (i) may be limited by the bankruptcy, receivership, conservatorship and similar laws of the United States of America or by laws pertaining to the rights of creditors generally, and (ii) general principles of equity.

c. The Grantor has received all requisite regulatory approvals, if any, for the execution and delivery of this Trust and for the performance by the Grantor of its obligations hereunder, and such execution, delivery and performance by the Grantor will not violate or conflict with any law, rule or regulation to which the Grantor may be subject nor the charter or bylaws of the Grantor.

d. Neither Grantor nor Trustee has represented to the other that the entry by Grantor and Trustee into this Trust Agreement, the performance of their respective obligations under this Trust Agreement and any use now or hereafter by Grantor of any amounts received by Grantor from the Trust will cause the Trust or Trustee to be subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any state laws (other than the laws of the State of Delaware), to which Trustee is not otherwise subject as a result of the ordinary course of its business.

4. Purpose of Trust.

This Trust is for the sole and exclusive benefit of the Grantor and is entered into only by the Grantor and the Trustee. No other person (whether an individual or an entity or association of any kind or nature) shall be entitled to rely on or enforce any provision of this Trust nor shall any other such person be a third party beneficiary of this Trust for any reason. The purposes of this Trust are: (i) to acquire, pay premiums on and hold one or more Insurance Contracts as identified in Schedule B (the "Insurance Contracts") and other contracts of insurance on the life or lives of any or all of the Grantor's present employees and future employees of Grantor or any of Grantor's subsidiaries (the "Insureds"); (ii) to receive the proceeds or other amounts payable by the insurance under the Insurance Contracts or any other contracts of insurance held hereunder as and when such proceeds or other amounts become payable; and (iii) to distribute to the Grantor from the assets of the Trust such amount or amounts as the Grantor may from time to time direct.

5. Holding Insurance Contracts and Other Contracts of Insurance.

Trustee shall hold, and have the duty of safekeeping, any Insurance Contract or other contract of insurance obtained by Trustee on the life of an Insured. Upon the written direction of authorized representatives of the Grantor as set forth on Schedule C hereto, Trustee shall (i) apply any assets of the Trust to the purchase of the Insurance Contracts and any other contracts

of insurance as from time to time designated by the Grantor and accepted by Trustee, and (ii) apply such assets to the payment of premiums on the Insurance Contracts and other designated contracts of insurance, including but not limited to, application of any cash value to the purchase of paid-up insurance or of extended insurance, borrowing upon any contract of insurance for the payment of premiums; accepting the cash value of any Insurance Contract or other contract of insurance upon cancellation or forfeiture thereof and applying such cash value to the payment of premiums due, and applying cash contributions received by the Trustee to any of the foregoing purposes. In the absence of written direction from the Grantor, the Trustee shall not be under any obligation to purchase any Insurance Contract or other contract of insurance or to pay any premiums which may become due or payable under the provisions of any Insurance Contract or other contract of insurance held in the Trust. Trustee shall have no duty or be obligated to purchase Insurance Contracts or other contracts of insurance or to pay premiums unless directed in writing by the Grantor and such direction shall only apply to available assets in the Trust. Trustee shall be under no duty to see that premiums or other payments are made by the Grantor or others, or to notify the Grantor or any other person of the payment or non-payment of any such premiums.

6. Additional Powers of Trustee as Policyholder.

In addition to the powers and rights set forth in Section 5, the Trustee as owner of any Insurance Contract or other contract of insurance held in this Trust shall enjoy for the purposes of this Trust all options, benefits, privileges and rights under such Insurance Contract or other contract of insurance and shall exercise such in accordance with the written direction of the Grantor. The Trustee shall not have any duty or obligation to notify Grantor of the existence of any such option, benefit, privilege or right, nor to exercise any such in the absence of a written direction from the Grantor. However, the Trustee shall have the obligation to deliver to the Grantor any notices or communications received by Trustee regarding the Insurance Contract, which have not been delivered previously to the Grantor.

7. Collection of Proceeds.

Trustee shall have no duty or obligation to monitor the death of any Insured, to notify Grantor of any such death or to take any action to collect any proceeds or benefits under any insurance policies on any Insured except as provided herein. Upon the death of any Insured, Trustee shall receive any or all of the proceeds and benefits of any insurance on the life of the Insured as are actually paid to Trustee. Upon the written direction of the Grantor, Trustee shall take any and all steps reasonably necessary for the collection of such proceeds, including the institution of proceedings at law or in equity to enforce payment thereof; provided, however, that Trustee shall be under no duty or obligation to initiate or maintain any legal action unless Trustee is first indemnified to its satisfaction against all liabilities and expenses to which it may, in its judgment, be subjected as a result of such action. Trustee shall not be responsible for the administration and distribution hereunder of such proceeds until they are actually paid to Trustee.

8. Distributions by Trustee.

Until further notice, Trustee shall at any time and from time to time distribute from the Trust to the Grantor such amount or amounts of the Trust property, including any undistributed income and principal, by wire transfer in accordance with instructions by Grantor, as the Grantor may direct in writing.

9. Loans to Grantor.

Trustee shall at any time and from time to time lend to the Grantor such amount or amounts from the Trust as may be available to Trustee from time to time and as the Grantor may direct in writing, subject to such terms and conditions as the Grantor may direct. Without limitation of the foregoing, such loans:

- a. May be unsecured and interest free as directed by Grantor; and
- b. Shall be repayable at such time or times as selected by the Grantor. In directing that a loan be made under this Section 9, the Grantor may direct the Trustee to obtain funds to make the loan by borrowing from the cash value of any Insurance Contract or other contract of insurance then held by Trustee in the Trust or to otherwise convert such contracts or any privileges under them into cash.

10. Resignation and Removal of Trustee.

The Grantor has appointed The Bank of New York (Delaware) (or its corporate successor or assignee by merger, consolidation, purchase or otherwise), as Trustee of this Trust as set forth in Section 1. Any Trustee serving hereunder may resign at any time by a written notice executed by the resigning Trustee, delivered to the Grantor and specifying a date, which shall not be earlier than 60 days after the date the notice is received by the Grantor; provided, however, that the Grantor may waive any part or all of such 60 -day period in a written notice delivered to the Trustee. The Grantor may, acting with or without cause, remove any Trustee serving hereunder at any time by written notice executed by the Grantor and delivered to the Trustee then in office. Such notice shall specify the effective date of the removal, which shall not be earlier than 30 days after receipt of such notice by the Trustee unless the Trustee agrees to a shorter period. The Grantor shall be entitled to designate a successor Trustee upon the resignation or removal of any Trustee. The successor Trustee shall be selected by delivery of a written notice signed by the Grantor and delivered to the Trustee then in office and the designated successor and may be revoked or amended at any time before the designated successor accepts its appointment in writing. If the Grantor fails to designate a successor Trustee which agrees in writing to serve prior to the effective date of the resignation or removal, then this Trust shall terminate and the Trustee then in office shall have the responsibility of distributing all of the Trust assets to the Grantor before such Trustee shall cease to serve.

11. Merger or Conversion of Trustee.

Any bank, trust company or national banking association into which the Trustee may be merged or converted or with which it may be consolidated, or any bank, trust company, or national banking association resulting from or surviving any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Trustee may be transferred, shall be the Trustee under this Trust Agreement without any further act.

12. Revocation and Amendment of Trust.

The Grantor shall be entitled to revoke the Trust at any time by giving Trustee notice that the Grantor has determined to revoke the Trust. Upon such revocation (or upon such date as the Grantor specifies in the notice given to Trustee), the Trust shall terminate and all assets held by Trustee, including all principal and undistributed income, shall be distributed to the Grantor. The Grantor may also amend the Trust at any time or from time to time, with the consent of Trustee, by written notice delivered to Trustee and accepted by Trustee in writing (provided, however, that addresses for notice, or authorized representatives of parties may be amended by written notice signed only by the party giving the notice as provided in Section 13).

13. Directions and Notices.

The Grantor may give any written notice or written direction to the Trustee permitted or required under this Trust by delivery thereof to the Trustee at the address below, or such other address as the Trustee may from time to time specify to the Grantor in a written notice.

Trustee:

The Bank of New York (Delaware)  
Corporate Trust Administration - ATL  
502 White Clay Center, Route 273  
P. O. Box 6973  
Newark, DE 19711  
Fax: (302) 283-8279  
Attn: Kris Gullo

With a copy to:

The Bank of New York  
Corporate Trust Administration  
100 Ashford Center North, Suite 520  
Atlanta, Georgia 30338  
Fax: (770) 698-5195  
Attn: Stefan Victory

Such direction or notice from the Grantor to Trustee shall not be effective until received by Trustee. It may be given by hand delivery, by overnight courier service, by certified mail, return receipt requested, by registered mail, by facsimile with answer-back confirmation or such other delivery system as Trustee agrees to accept. To be effective, such notice must be signed by an officer of the Grantor who is an authorized representative of Grantor, as set forth on Schedule C.

Trustee may give any written notice to the Grantor permitted or required under this Trust by delivery thereof to the Grantor at the address set forth below, or such other address as the Grantor may from time to time specify to the Trustee in a written notice. To be effective, such notice must be signed by any officer or agent of the corporate trust department of Trustee who is an authorized representative of Trustee. Any such notice from Trustee to the Grantor may be delivered by any of the means listed above, but shall not be effective until received by the Grantor.

Grantor:  
Washington Mutual, Inc.  
1201 3<sup>rd</sup> Avenue  
Seattle, WA 98101  
Fax: (206) 554-2717  
Ph: (206) 377-5453  
Attn: Chad Monen

With a copy to:  
Heller Ehrman White & McAuliffe LLP  
701 Fifth Avenue  
Suite 6100  
Seattle, WA 98104  
Fax: (206) 447-0849  
Phone: (206) 447-0900  
Attn: Bernard L. Russell

14. General Matters Concerning the Trustee.

Trustee hereby accepts the Trust imposed upon it by this Trust Agreement and agrees to perform said Trusts, but only upon and subject to the following express terms and conditions and with the following rights, powers, duties, and exemptions, all of which may be exercised by Trustee with respect to the administration of the Trust without order of any court, at all times until actual distribution of all Trust property held by Trustee:

a. Trustee may execute any of the trust documents, exercise powers thereunder, and perform any of its duties by or through its attorneys, agents, receivers or employees. Trustee may act upon the advice of any attorney who may be the attorney or attorneys for the Grantor selected by Trustee in the exercise of reasonable care. Trustee shall not be responsible for any

loss or damage resulting from any action or inaction taken or not taken in good faith reliance upon such advice.

b. Trustee shall not be responsible for the selection of any insurance company or for the form or content of any Insurance Contracts or other contracts of insurance delivered or held under this Trust Agreement, but shall be responsible for the holding and safekeeping of Insurance Contracts and other contracts of insurance delivered to Trustee under this Trust Agreement.

c. Trustee shall not be accountable for the use of any property or cash following delivery to the Grantor under this Trust Agreement.

d. Trustee shall be entitled to act or to refrain from acting in reliance upon any notice or direction from the Grantor, which Trustee reasonably believes to be genuine and to have been executed by the proper person(s).

e. Trustee shall be entitled to rely upon a certificate signed by a representative of Grantor designated on Schedule C as sufficient evidence of the facts represented to be true in the certificate.

f. Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations or covenants shall be read into this Trust Agreement with respect to Trustee.

g. The permissive right of Trustee to do things enumerated in this Trust shall not be construed as a duty, and Trustee shall have no duty or responsibility with respect to the condition of, title to, adequacy, quality, marketability, or sufficiency as to the value of the assets in the Trust; provided, that the Trustee shall be held responsible for the results of Trustee's willful misconduct, or adjudicated negligence.

h. Notwithstanding anything elsewhere in this Trust Agreement with respect to any action whatsoever within the purview of this Trust Agreement, Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms of this Trust required as a condition of such action, deemed desirable by Trustee.

i. The immunities, exemptions from liability and indemnification of Trustee under this Trust shall extend to the affiliates of Trustee and to the directors, officers, employees and agents, respectively, of Trustee and such affiliates and shall survive the termination or revocation of this Trust and the resignation or removal of Trustee.

j. Trustee shall have the power:

(1) To invest and reinvest funds held in the Trust, if needed, pursuant to instructions by Grantor.

(2) To execute, acknowledge and deliver all the necessary and proper contracts or other instruments, whether or not under seal, incident to its rights, powers and authorities as Trustee.

(3) To receive and administer, as part of this Trust, policies of insurance or cash, which at any time or in any manner may be added to the Trust by Grantor.

k. To the extent permitted by law, Trustee is relieved from giving any bond, surety or security and from making any returns, inventories, appraisals or accountings of the Trust property to any court. Title to the entire property of the Trust shall automatically vest in any successor Trustee without the necessity of any conveyance.

l. Trustee shall keep accurate and detailed accounts of all investments, receipts, and disbursements and other transactions relating to the administration of the Trust, including separate accounts set up by the Grantor hereunder. Trustee shall account to the Grantor on a quarterly basis and shall issue an annual accounting within 90 days after each anniversary date of the creation of the Trust, and at such other times as the Grantor may reasonably request. Upon the resignation or removal of a Trustee, the Trustee resigning or being removed shall account to the Grantor and to the successor Trustee. The successor Trustee shall not be required to inquire into the acts or audit the books of any predecessor Trustee, but in the successor's discretion may accept the statement or rely on the books of the predecessor Trustee to establish the property in the accounts of the Trust, and any decision made in good faith by the successor Trustee on this matter shall be binding on all persons.

m. Trustee agrees to permit the FDIC, the Office of Thrift Supervision, and any other banking regulator with jurisdiction over the Grantor or its affiliates to have access to the books and records of the Trust during normal business hours and upon reasonable advance notice.

15. Fees, Charges and Expenses of the Trustee.

Trustee shall be entitled to payment of fees for its service rendered hereunder and reimbursement of all advances, counsel fees and other expenses reasonably made or incurred by Trustee in connection with services in accordance with a separate fee agreement between each Grantor and Trustee. When Trustee incurs expenses or renders services after the occurrence of an act of bankruptcy with respect to the Grantor, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, receivership, conservatorship, arrangement, moratorium, reorganization or other debtor relief law.



16. Third Parties Dealing with Trustee.

No corporation, transfer agent or other person dealing with Trustee shall be obliged to see to the application of any money or property delivered to Trustee, or to examine into the terms upon which any property is held by Trustee, but any such corporation, transfer agent or other person may deal with such property and with Trustee as if Trustee were the owner thereof free of any Trust or fiduciary capacity.

17. Preparation of Tax Return: Filing.

The Grantor shall prepare any federal and state tax returns due with respect to the Trust. The Grantor shall deliver the prepared returns, ready for execution, to Trustee for review and signature not later than 30 days prior to the due date. The Grantor shall also direct Trustee as to whether Trustee shall file any such return or whether the return should be returned to Grantor for filing.

18. Indemnification of Trustee.

Each Grantor shall indemnify Trustee from and hold Trustee harmless against, any loss, damage, cost, tax, liability or expense (including the costs and expenses of investigating or defending against any claim of liability and reasonable attorneys' fees and expenses) incurred without negligence or willful misconduct by Trustee and arising out of or in connection with its acting as Trustee hereunder.

19. Entire Agreement.

This Trust Agreement, its attachments, and the related fee schedule embody the entire agreement and understanding between the Grantor and Trustee with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter. This Trust instrument may be amended only as provided in Section 12.

20. Assignment.

Neither the Grantor nor the Trustee may transfer its rights or obligations under this Trust Agreement except to the extent such transfer is necessarily included in a transaction authorized by Sections 10, 11, or 12 above; notwithstanding the foregoing, the Grantor may transfer its rights or obligations under this Trust Agreement to its successor by merger, conversion or consolidation. Notwithstanding the immediately preceding sentence, any corporation into which Trustee may be merged or consolidated, or any corporation succeeding to the business of Trustee, shall be the successor of Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided, however, that Trustee shall give notice to Grantor in accordance with Section 13 hereof.

21. Termination of Trust.

If not otherwise terminated earlier due to distribution or revocation, this Trust shall terminate on the date which is three years following the death of the last of the Insureds under this Trust Agreement.

22. Delaware Trust; Delaware Law.

All questions relating to the construction, validity and administration of this Trust shall be determined in accordance with the laws of the State of Delaware. The State of Delaware shall be the situs of this Trust.

23. Definition of Trustee.

"Trustee" shall refer to the one or more persons serving in such office at any given time (including corporations), whether as original, substitute or successor trustee.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed

this 31 day of January, 2002.

TRUSTEE

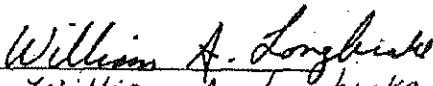
The Bank of New York (Delaware)

By: 

Name: Patrick J. Burns, Sr.  
Its: Senior Vice President

GRANTOR

Washington Mutual, Inc.  
a Savings & Loan Holding Company

By:   
Name: William A. Longbrake  
Its: Vice Chair

[Notary blocks to be added]

NOTARY

State of Washington )  
County of King ) ss.  
 )

I certify that I know or have satisfactory evidence that William A. Longbrake signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Vice Chair of Washington Mutual, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Feb. 13, 2002.

Wendy A. Cadman  
Notary Public in and for the State of  
Washington, residing at  
Seattle, My  
commission expires 6/19/03

WENDY A. CADMAN

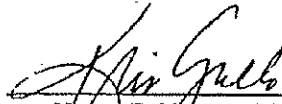


NOTARY

State of DELAWARE )  
 ) ss.  
County of NEW CASTLE )

I certify that I know or have satisfactory evidence that Patrick J. Burns, Sr. signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as a Senior Vice President of The Bank of New York (Delaware), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/25, 2002.



Notary Public in and for the State of Delaware residing at 2200  
Lancashire Drive, Wilmington, DE 19810.  
My commission expires 8/16/2002.

**KRISTINE K. GULLO**  
**Notary Public, State of Delaware**  
**No. 200041550**  
**Qualified in New Castle County**  
**Commission Expires 8/16/2002**