THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE 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 BEEN APPROVED BY THE BANKRUPTCY COURT.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

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

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Dated: May 21, 2010

[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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TABLE OF CONTENTS

Page

I. INTRODUCTION 1

A. Background 1

B. Overview of Litigation Among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate 2

1. The D.C. Action 3

2. The JPMC Adversary 4

3. The Turnover Action 6

C. The Global Settlement 7

1. Treatment of The Disputed Accounts 9

2. Allocation of the Tax Refunds 10

3. Transfer of Assets to JPMC 10

4. Additional Consideration to WMI 11

5. Transfer of Assets to the Debtors 12

6. JPMC Claims 13

7. Additional Consideration to the FDIC 13

8. Settlement with the REIT Series Holders 13

9. Releases 13

10. Bank Bondholder Claims and Distributions 14

D. JPMC Reservation of Rights 14

E. Opposition to the Global Settlement Agreement 15

II. OVERVIEW OF THE PLAN 15

A. Chapter 11 Overview 15

B. Significant Features of the Plan 15

1. Reorganization 15

2. The Rights Offering 16

3. Interests in the Liquidating Trust 16

4. Creditor Cash 16

5. Summary of Classification and Treatment Under the Plan 17

III. INTRODUCTION TO DISCLOSURE STATEMENT 28

A. Holders of Claims Entitled to Vote 28

B. Voting Procedures 29

C. Confirmation Hearing 30

TABLE OF CONTENTS
(continued)

Page

IV. OVERVIEW OF THE DEBTORS' OPERATIONS AND CHAPTER 11 CASES 31

A. The Debtors' Corporate History And Organizational Structure 31

B. The Debtors' Capital Structure And Significant Prepetition Indebtedness 31

1. Overview 31

2. Senior Notes 32

3. Subordinated Notes 33

4. Guarantees of Commercial Capital Bank, Inc. Securities 34

5. Junior Subordinated Debentures 35

6. Preferred Stock 36

7. Common Stock 37

C. Significant Events Leading To Commencement Of The Chapter 11 Cases 37

D. The Chapter 11 Cases 38

1. "First-Day" Orders 38

2. Appointment of the Creditors' Committee 38

3. Appointment of the Equity Committee 39

4. Retention of Professionals 39

5. Schedules/Bar Date 40

6. Exclusivity 40

7. Vendor Stipulation/Executory Contracts and Unexpired Leases 41

8. Litigation with the FDIC and JPMC 41

9. The Global Settlement 44

10. Bank Bondholder Claims 45

11. The Equity Committee Actions 45

12. Motion to Convert to a Chapter 7 Liquidation or, in the Alternative, to Appoint a Trustee 46

13. Other Material Litigation 46

14. Government Investigations and Hearings 57

15. Employee Benefits 58

16. Non-Debtor Subsidiaries 62

17. Other Assets 64

18. Tax Claims and Refunds 65

19. Intellectual Property 67

TABLE OF CONTENTS
(continued)

Page

20. Insurance 68

V. SUMMARY OF THE PLAN 69

A. Provisions For Payment Of Administrative Expense Claims And Priority Tax Claims Under The Plan 69

1. Administrative Expense Claims 69

2. Professional Compensation and Reimbursement Claims 70

3. Priority Tax Claims 70

4. Statutory Fees 71

B. Classification Of Claims And Equity Interests Under The Plan 71

1. Priority Non-Tax Claims (Class 1) 71

2. Senior Notes Claims (Class 2) 72

3. Senior Subordinated Notes Claims (Class 3) 74

4. WMI Medical Plan Claims (Class 4) 75

5. JPMC Rabbi Trust/Policy Claims (Class 5) 75

6. Other Benefit Plan Claims (Class 6) 76

7. Qualified Plan Claims (Class 7) 76

8. WMB Vendor Claims (Class 8) 76

9. Visa Claims (Class 9) 76

10. Bond Claims (Class 10) 77

11. WMI Vendor Claims (Class 11) 77

12. General Unsecured Claims (Class 12) 77

13. Convenience Claims (Class 13) 79

14. CCB-1 Guarantees Claims (Class 14) 79

15. CCB-2 Guarantees Claims (Class 15) 81

16. PIERS Claims (Class 16) 82

17. Non-Subordinated Bank Bondholder Claims (Class 17) 84

18. Subordinated Claims (Class 18) 85

19. REIT Series (Class 19) 85

20. Preferred Equity Interests (Class 20) 86

21. Dime Warrants (Class 21) 86

22. Common Equity Interests (Class 22) 86

C. Provision For Treatment Of Disputed Claims 86

TABLE OF CONTENTS
(continued)

Page

1. Objections to Claims; Prosecution of Disputed Claims 86
2. Estimation of Claims 87
3. Payments and Distributions on Disputed Claims 87

D. Liquidating Trust 88
1. Execution of the Liquidating Trust Agreement 88
2. Purpose of the Liquidating Trust 88
3. Liquidating Trust Assets 88
4. Administration of the Liquidating Trust 89
5. The Liquidating Trustee 89
6. Role of the Liquidating Trustee 89
7. Liquidating Trustee's Tax Power for Debtors 89
8. Transferability of Liquidating Trust Interests 90
9. Cash 90
10. Distribution of Liquidating Trust Assets 91
11. Costs and Expenses of the Liquidating Trust 91
12. Compensation of the Liquidating Trustee 91
13. Retention of Professionals/Employees by the Liquidating Trustee 91
14. Federal Income Tax Treatment of the Liquidating Trust 91
15. Indemnification of Liquidating Trustee 94
16. Privileges and Obligation to Respond to Ongoing Investigations 94

E. Prosecution And Extinguishment Of Claims Held By The Debtors 95
1. Prosecution of Claims 95

F. Plan Provisions Governing Distributions 95
1. Time and Manner of Distributions 95
2. Timeliness of Payments 96
3. Distributions by the Disbursing Agent 96
4. Manner of Payment under the Plan 96
5. Delivery of Distributions 97
6. Undeliverable Distribution 97
7. Withholding and Reporting Requirements 98
8. Time Bar to Cash Payments 98

TABLE OF CONTENTS
(continued)

Page

9. Distributions After Effective Date 98
10. Setoffs 98
11. Allocation of Plan Distributions Between Principal and Interest 99
12. Certain Trustee Fees and Expenses 99
13. Distribution Record Date 99

G. Means Of Implementation Of The Plan 100
1. Incorporation and Enforcement of the Global Settlement Agreement 100
2. Intercompany Claims 100
3. Merger/Dissolution/Consolidation 100
4. Cancellation of Existing Securities and Agreements 100
5. Claims of Subordination 101
6. Surrender of Instruments 101
7. Issuance of Reorganized Common Stock and Additional Common Stock 101
8. Exemption from Securities Laws 101
9. Hart-Scott-Rodino Compliance 102
10. Fractional Stock or Other Distributions 102

H. Rights Offering 102
1. Issuance of Subscription Rights 102
2. Subscription Period 102
3. Subscription Purchase Price 102
4. Value of Subscription Rights 103
5. Exercise of Subscription Rights 103
6. General Procedures Governing Exercise of Subscription Rights 103
7. Oversubscription 103
8. Distribution of the Additional Common Stock 104
9. No Interest 104
10. Disputes/Defects Regarding Exercise of Subscription Rights 104
11. Return of Unused Funds 104
12. Creditors' Committee And Equity Committee 104

I. Executory Contracts And Unexpired Leases 105
1. Rejection or Assumption of Remaining Executory Contracts and Unexpired Leases 105

TABLE OF CONTENTS
(continued)

Page

2. Approval of Rejection or Assumption of Executory Contracts and Unexpired Leases 106
3. Inclusiveness 106
4. Cure of Defaults 106
5. Rejection Damage Claims 106
6. Indemnification and Reimbursement Obligations 106
7. Termination of Benefit Plans 107
8. Termination of Vendor Stipulation 107

J. Rights and Powers of Disbursing Agent 107
1. Exculpation 107
2. Powers of the Disbursing Agent 108
3. Fees and Expenses Incurred From and After the Effective Date 108

K. Conditions Precedent to Effective Date of the Plan 108
1. Conditions Precedent to Confirmation of the Plan 108
2. Waiver of Conditions Precedent to Confirmation 109

L. Conditions Precedent to Effective Date of the Plan 109
1. Conditions Precedent to Effective Date of the Plan 109
2. Waiver of Conditions Precedent 110

M. Retention of Jurisdiction: 110

N. Modification, Revocation, or Withdrawal of the Plan 111
1. Modification of Plan 111
2. Revocation or Withdrawal 112
3. Amendment of Plan Documents 112
4. No Admission of Liability 112

O. Corporate Governance and Management of the Reorganized Debtors 113
1. Corporate Action 113
2. Reincorporation 113
3. Amendment of Articles of Incorporation and By-Laws 113
4. Directors of the Reorganized Debtors 113
5. Officers of the Reorganized Debtors 114
6. Registration Rights Agreement 114
7. Shareholders' Agreement 114

TABLE OF CONTENTS
(continued)

Page

P. Miscellaneous Provisions 114
1. Title to Assets 114
2. Discharge and Release of Claims and Termination of Equity Interests 114
3. Injunction on Claims 116
4. Integral to Plan 116
5. Released Claims 116
6. Releases by the Debtors 117
7. Releases by Holders of Claims and Equity Interests 117
8. Injunction Related to Releases 118
9. Exculpation 118
10. Bar Order 119
11. Deemed Consent 119
12. No Waiver 119
13. Supplemental Injunction 120
14. Term of Existing Injunctions or Stays 120
15. Payment of Statutory Fees 121
16. Post-Effective Date Fees and Expenses 121
17. Exemption from Transfer Taxes 121
18. Withdrawal of Equity Committee Proceedings 121
19. Payment of Fees and Expenses of Certain Creditors 121
20. Severability 122
21. Governing Law 122
22. Closing of Cases 122

VI. FINANCIAL INFORMATION AND PROJECTIONS 122
A. Projected Financial Information 122
B. Assumptions To Financial Projections 128
1. Projections 128
2. Key Assumptions 129

VII. CONSEQUENCES UNDER THE FEDERAL SECURITIES LAWS 133
A. New Securities and Rights Offering 133
B. Transfer and Securities Law Restrictions 133

TABLE OF CONTENTS
(continued)

Page

C. Listing 134

VIII. CERTAIN FACTORS TO BE CONSIDERED 135

A. Certain Bankruptcy Law Considerations 135

1. Risk of Non-Confirmation of the Plan 135

2. Non-Consensual Confirmation 135

3. Risk of Non-Occurrence of the Effective Date 135

4. Conversion into Chapter 7 Cases 135

B. Additional Factors To Be Considered 135

1. The Debtors Have No Duty to Update 135

2. No Representations Outside This Disclosure Statement Are Authorized 136

3. Claims Could Be More Than Projected 136

4. Projections and Other Forward-Looking Statements Are Not Assured, and Actual Results May Vary 136

5. No Legal or Tax Advice is Provided to You By This Disclosure Statement 136

6. No Admission Made 136

7. Certain Tax Consequences 136

8. Debtors Could Withdraw Plan 137

9. Ability to Transfer Reorganized Common Stock and Additional Common Stock 137

IX. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN 137

A. Consequences to the Debtors 138

1. Cancellation of Debt 139

2. Potential Limitations on NOL Carryforwards and Other Tax Attributes. 140

3. Alternative Minimum Tax 142

4. Transfer of Liquidating Trust Assets to the Liquidating Trust 142

1. Allowed Convenience Claims 143

2. Allowed Unsecured Claims 143

3. Preferred Equity Interests and REIT Series 147

4. Tax Treatment of Subscription Rights 148

5. Disposition of Reorganized Common Stock and Additional Common Stock 148

1. Classification of the Liquidating Trust 149

TABLE OF CONTENTS
(continued)

Page

2. General Tax Reporting by the Liquidating Trust and Beneficiaries 149
3. Tax Reporting for Assets Allocable to Disputed Claims 151

X. VOTING PROCEDURES 152
A. Holders of Claims Entitled To Vote 152
B. Voting Deadlines 153
C. Voting Procedures 153
1. Acceptance by a Class 154
2. Withdrawal or Change of Vote 154

XI. CONFIRMATION OF THE PLAN 154
A. The Confirmation Hearing 154
B. Objections To Confirmation 154
C. Requirements For Confirmation Of The Plan 155
1. Requirements of Section 1129(a) of the Bankruptcy Code 155
2. Requirements of Section 1129(b) of the Bankruptcy Code 158

XII. ALTERNATIVES TO THE PLAN 159
A. Liquidation Under Chapter 7 159
B. Alternative Chapter 11 Plans 159

XIII. CONCLUSION 161

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT (THE "***DISCLOSURE STATEMENT***")[2] IS INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE SECOND 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 PLAN. NO SOLICITATION OF VOTES TO ACCEPT THE PLAN MAY BE MADE EXCEPT PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE (THE "***BANKRUPTCY CODE***").

HOLDERS OF CLAIMS ENTITLED TO VOTE ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN **IN THEIR ENTIRETY** BEFORE VOTING TO ACCEPT OR REJECT THE PLAN, AND WHERE POSSIBLE, CONSULT WITH COUNSEL OR OTHER ADVISORS, PRIOR TO VOTING ON THE PLAN. ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN ARTICLE VIII OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. A COPY OF THE PLAN IS ANNEXED HERETO AS EXHIBIT A. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND THE EXHIBITS ANNEXED TO THE PLAN AND THIS DISCLOSURE STATEMENT. 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 DESCRIPTION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE TERMS OF THE PLAN, THE TERMS OF THE PLAN WILL GOVERN.

THE 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 ENTITLED TO VOTE FOR THE PURPOSE OF DETERMINING WHETHER TO VOTE TO ACCEPT OR REJECT THE 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 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

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

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 SECOND 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," 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 title 11 of the United States Code (the "Bankruptcy Code").

The Debtors submit this Disclosure Statement (the "Disclosure Statement") pursuant to section 1125 of the Bankruptcy Code in connection with the solicitation of acceptances and rejections with respect to the Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of Bankruptcy Code, dated May 21, 2010 (the "Plan"). The Plan and the Global Settlement Agreement (a copy of which is attached to the Plan and described below) contemplate that funds in excess of approximately $7 billion will be available for distribution to the Debtors' creditors on account of their claims.

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

1. The Plan – Exhibit A

2. Order of the Bankruptcy Court, dated June __, 2010 (the "Disclosure Statement Order"), approving, among other things, this Disclosure Statement and establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan (attached hereto without exhibits) – Exhibit B

3. The Debtors' Liquidation Analysis – Exhibit C

4. Analysis of Enterprise Valuation of Reorganized Debtors and Value of the Rights Offering – Exhibit D

All exhibits to the 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 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 (the "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 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 (the "Receivership"). Immediately after its appointment as receiver, the FDIC Receiver sold substantially all the assets of WMB, including 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, 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.

B. Overview of Litigation Among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate

In the wake of the seizure and sale of WMB's assets, a multitude of disputes arose among the Debtors, JPMC, the FDIC Receiver, and the FDIC, in its corporate capacity ("FDIC Corporate"), 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, including the Receivership and multiple litigations in the Bankruptcy Court and various federal district courts.

In many instances, the parties have taken completely opposing positions regarding (i) the appropriate forum to adjudicate the disputes, (ii) 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 (iii) 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 relate to (i) in excess of $4 billion of the Debtors' funds on deposit in accounts now held by JPMC (the "Disputed Accounts") and (ii) approximately $5.5 to $5.8 billion in tax refunds, including interest through a projected future date of receipt and net of tax payments estimated to be owed to certain taxing authorities (the "Tax Refunds") that the Debtors believe are owed to WMI, as the common parent of a consolidated or combined tax group, whichever the case may be, for federal and state income tax purposes, comprised of WMI and WMB, among other subsidiaries (the "Tax Group"). JPMC asserts that it is entitled to certain portions of the Tax Refunds. In addition, the parties dispute, among other things, ownership of and responsibility for certain Trust Preferred Securities (as defined herein), 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 the eighteen months since the date of the Receivership, myriad constituents, including and in addition to the Debtors, JPMC, the FDIC Receiver, FDIC Corporate, the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "Creditors' Committee"), and certain holders of funded indebtedness of WMB (collectively, the "Bank Bondholders") – certain of whom have asserted significant claims against the Debtors – have filed tens of thousands of pages of pleadings calling upon multiple tribunals, in multiple jurisdictions to determine the validity of their claims. Specifically, the claims of the Debtors, JPMC, FDIC Receiver, and FDIC Corporate are the subject of three lawsuits,

namely the D.C. Action, the JPMC Adversary Proceeding, and the Turnover Action (each as defined below), in which the Creditors' Committee and the Bank Bondholders have either intervened or seek to intervene, in addition to myriad disputes in the Bankruptcy Court. A summary of each of the D.C. Action, the JPMC Adversary Proceeding, and the Turnover Action, and certain of the significant disputes therein, are set forth below:

1. The D.C. Action.

In the Receivership, the FDIC Receiver established December 30, 2008 as the deadline to file claims against the Receivership. On that date, 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. The Debtors' proof of claim requested, among other things, compensation for the Debtors' equity interest in WMB, recognition of WMI's ownership interest in WMI's assets claimed by the FDIC, allowance of a protective claim for payment of the Debtors' deposits, payment 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. On January 23, 2009, the FDIC Receiver summarily disallowed the Debtors' claims in their entirety and notified the Debtors that any challenge to the disallowance of their claims should be made by commencing a lawsuit pursuant to 12 U.S.C. § 1821(d)(6)(A), within sixty (60) days of the notice of disallowance.

Consistent therewith, on March 20, 2009, the Debtors filed a complaint 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"). The Debtors' complaint alleged, among other things, that the FDIC Receiver sold WMB's assets for less than they were worth, and as a result, the FDIC Receiver 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 Receiver's failure to compensate the Debtors for what they would have received in a straight liquidation constitute (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. The D.C. District Court granted motions filed by JPMC and the Bank Bondholders to intervene in the D.C. Action. The Creditors' Committee also moved to intervene in the D.C. Action.

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. The FDIC Receiver also filed counterclaims against the Debtors, alleging, among other things, that WMI, with the intent to hinder, delay or defraud the creditors of WMB, (i) failed to maintain the appropriate capital levels of WMB pursuant to applicable capital and liquidity requirements, and that it overstated WMB's capital level in violation of applicable statutory and regulatory obligations, and (ii) made distributions to WMB's stockholders (i.e., WMI) that were unlawful under applicable state law and/or gave rise to fraudulent transfer liability, to the extent that WMB was insolvent at the time of such distributions, which distributions aggregate over $15 billion.

The Debtors opposed the motions of the FDIC Receiver and FDIC Corporate to dismiss and thereafter moved to (i) dismiss the FDIC Receiver's counterclaims and (ii) stay the remainder of the D.C. Action, in its entirety, in favor of the pending adversary proceedings in the Bankruptcy Court, described below (the "Debtors' Motion to Stay/Dismiss"). The FDIC Receiver, FDIC Corporate and JPMC opposed the Debtors' Motion to Stay/Dismiss. On January 7, 2010, the D.C. District Court granted the Debtors' Motion to Stay/Dismiss to the extent that it sought to stay the D.C. Action, but denied the Debtors' Motion to Stay/Dismiss, without prejudice, to the extent that it sought to dismiss the FDIC

Receiver's counterclaims. By the same order, the D.C. District Court denied the FDIC Receiver's and FDIC Corporate's motions to dismiss WMI's complaint in the D.C. Action.

2. The JPMC Adversary.

On March 24, 2009, JPMC commenced litigation against the Debtors in the Bankruptcy Court by filing a complaint against the Debtors and the FDIC seeking, among other things, a declaratory judgment with respect to the ownership of certain disputed assets and interests that JPMC contends it acquired pursuant to the Purchase and Assumption Agreement, including, among others, the funds on deposit in the Disputed Accounts, the right to the Tax Refunds (including a $234 million tax refund received by WMI on or about September 30, 2008), the Trust Preferred Securities, certain litigation proceeds, 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 certain disputed assets and seeking avoidance of certain prepetition transfers of assets to WMB and, subsequently to JPMC. JPMC moved, primarily on jurisdictional grounds, to dismiss the counterclaims asserted by the Debtors against JPMC, which motion was opposed by the Debtors, and denied by the Bankruptcy Court. On September 18, 2009, JPMC sought leave to appeal the Bankruptcy Court's ruling, which was opposed by the Debtors, and that putative appeal is pending. JPMC has since filed an answer to the Debtors' counterclaims.

The Bankruptcy Court has permitted the Bank Bondholders, Creditors' Committee, and the statutory committee of equity security holders appointed in the Debtors' chapter 11 cases to intervene in the JPMC Adversary Proceeding and in the Turnover Action (defined below).

a. The Tax Refunds Dispute.

As indicated, among the many disputes in the JPMC Adversary Proceeding and the D.C. Action are the competing claims of the Debtors, JPMC, the FDIC Receiver, and others, to anticipated federal and state Tax Refunds in the approximate amount of $5.5 to $5.8 billion. Each of the Debtors, JPMC, and the FDIC Receiver assert an ownership interest in all or a significant portion of the Tax Refunds.

The Debtors believe that WMI is entitled to substantial Tax Refunds arising from the resolution of certain tax matters. In addition, as discussed further below in Section IV.D.18, as of December 31, 2008, the Tax Group incurred substantial net operating losses ("NOLs") for federal income tax purposes. The NOLs are valuable assets as they can be carried back against the federal taxable income of the Tax Group for prior years, allowing the Tax Group to reduce any federal income tax liabilities determined to be owing and to recover federal income taxes paid in those earlier years. Prior to enactment of the Worker, Homeownership, and Business Assistance Act (the "Act") on November 9, 2009, corporate taxpayers could generally carry back NOLs only to the two preceding taxable years. The Act permits corporate taxpayers, subject to certain limitations, a one-time election to extend the NOL carryback period from two years to up to five years (with the fifth year limited to half of that year's taxable income). As permitted, WMI filed refund claims based on a five-year carryback of the Tax Group's 2008 NOL. As noted above, WMI believes that the Tax Group is entitled to federal and state refunds, net of tax payments estimated to be owed to taxing authorities, of approximately $5.5 to $5.8 billion, including interest through a projected future date of receipt. The amount of the estimated tax

refunds are subject to change and may vary due to, among other factors, the outcome of negotiations and litigation with the taxing authorities and the actual date on which such refunds are received.

The primary basis for the dispute relating to the Tax Refunds is that certain Tax Sharing Agreement, dated as of August 31, 1999 (the "Tax Sharing Agreement"), among WMI, WMB, FSB and certain other direct and indirect subsidiaries of WMI and WMB in the Tax Group. Historically, based on the Tax Sharing Agreement, each such subsidiary made tax-related payments to WMI, computed on a separate company basis, in respect of the income tax liabilities of such member and its subsidiaries, and WMI paid taxes due and owing by the Tax Group to the applicable taxing authorities. In the pending litigations, the parties thereto have taken competing positions with respect to, among other things, the application and interpretation of the Tax Sharing Agreement in the context of the Debtors' chapter 11 cases.

The FDIC Receiver and JPMC have taken the position that WMI, as the filer of tax returns and payer of tax on behalf of the Tax Group is merely an agent for the other members of the Tax Group and that each separate entity in the group retains ownership over that portion of any tax refunds, credits, or favorable tax attributes that can be attributed to its own operations or that of its subsidiaries. The FDIC Receiver and JPMC assert that all or substantially all of the Tax Refunds are attributed to WMB or its subsidiaries, and accordingly, that the Tax Refunds are the property of WMB (or of JPMC, which purchased certain assets, and assumed certain liabilities, of WMB) and not property of the Debtors' estates.

Conversely, the Debtors believe that the Tax Sharing Agreement and the reimbursement methodology therein established a debtor-creditor relationship and accordingly, that all Tax Refunds related to taxes that WMI paid for the Tax Group belong to WMI, regardless of which entity's operating income, losses and/or other tax attributes the Tax Refunds could be attributed to. The Debtors acknowledge, however, that the FDIC Receiver as a creditor under the Tax Sharing Agreement (and/or JPMC, as purchaser of certain assets of WMB) would have a substantial net claim against WMI's estate relating to the Tax Refunds pursuant to the Tax Sharing Agreement.

b. The Trust Preferred Securities.

An additional dispute among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate centers on the ownership of certain trust preferred securities (the "Trust Preferred Securities"), with a liquidation preference of approximately $4 billion. The Trust Preferred Securities are discussed in greater detail in Section IV.B.6.c hereof.

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, despositary 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"). The FDIC has alleged that WMI had a written commitment to the OTS that, upon an Exchange Event, 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 (collectively, 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").

The Debtors assert, first, that the purported transfer of the Trust Preferred Securities to WMB pursuant to the Assignment Agreement was not effective because the Trust Preferred Securities were never registered in WMB or JPMC's name and thus were never delivered. Accordingly, the Debtors assert that WMI retained ownership of the Trust Preferred Securities because they were never transferred to either WMB or JPMC. In addition, WMI asserts that even if the transfer of the Trust Preferred Securities to WMB was valid, it was (i) a fraudulent transfer pursuant to sections 544 and 548 of the Bankruptcy Code if and to the extent that (a) WMI did not receive reasonably equivalent value in exchange for the transfer, (b) WMI and WMB were insolvent, undercapitalized or unable to pay debts when due at the time of the purported transfer, and/or (ii) a voidable preference pursuant to sections 544 and 547 of the Bankruptcy Code (a) to the extent that WMI was insolvent at the time of the purported transfer and (b) because the Trust Preferred Securities, in that case, would have been transferred to WMB on account of an alleged antecedent debt (namely, the Downstream Undertaking). The Debtors asserted that JPMC was liable to WMI's estate as an initial or subsequent transferee of the Trust Preferred Securities because JPMC knew or should have known of the financial conditions of both WMI and WMB at the time of the transfer and thus was not a good faith purchaser. Accordingly, the Debtors have asserted that they may recover the Trust Preferred Securities from the FDIC Receiver or JPMC because the transfer, if it did occur, was an avoidable fraudulent transfer or preference.

The FDIC Receiver and JPMC, in turn, assert that WMB or JPMC are the true beneficial owners of the Trust Preferred Securities, and also that the Downstream Undertaking constitutes a "commitment" within the meaning of sections 365(o) and 507(a)(9) of the Bankruptcy Code such that WMI's obligations under the Downstream Undertaking give rise to cure obligations or a priority claim. The Debtors have opposed JPMC's and the FDIC Receiver's claims with respect to the Trust Preferred Securities.

3. The Turnover Action.

On April 27, 2009, the Debtors commenced litigation against JPMC by filing a complaint against JPMC in the Bankruptcy Court, seeking turnover of approximately $4 billion of the Debtors' funds in the Disputed Accounts (the "Turnover Action"). The Debtors believe that the funds in the Disputed Accounts are property of their estates. Conversely, JPMC believes that the funds in the Disputed Accounts may be the property of JPMC. These funds are the subject of heated dispute between the Debtors, JPMC, the FDIC Receiver and FDIC Corporate. The parties have asserted claims and defenses regarding such accounts in the litigations pending among them. JPMC has placed an administrative freeze on the funds in the Disputed Accounts pending resolution of the Turnover Action and JPMC has asserted that the funds on deposit in the Disputed Accounts may be capital contributions rather than deposit liabilities. In the event the funds in the Disputed Accounts are determined to be deposit liabilities of JPMC or the FDIC Receiver, which the Debtors believe is the correct outcome, JPMC and the FDIC Receiver have asserted setoff rights and other claims against such funds.

In the Debtors' chapter 11 cases, the FDIC Receiver filed a motion 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 Bankruptcy Court permitted the FDIC Receiver to intervene in the Turnover Action as a defendant) (the "FDIC Stay Relief Motion"). The FDIC Receiver argued that stay relief was necessary to protect its right to set off the funds in the Disputed Accounts against its claims against the Debtors. The Debtors have vigorously opposed the FDIC Stay Relief Motion.

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 and denied by the Bankruptcy Court.

On May 19, 2009, the Debtors filed a motion for summary judgment in the Turnover Action, which motion was contested by JPMC, the FDIC Receiver and the Bank Bondholders (as intervenors in the Turnover Action). The briefs in opposition to the Debtors' summary judgment motion, filed by JPMC, the FDIC Receiver, and the Bank Bondholders, totaled over 2,000 pages inclusive of all exhibits, declarations and affidavits. The Debtors' summary judgment motion and the oppositions thereto were considered at a hearing before the Bankruptcy Court on October 22, 2009, and the matter is *sub judice*.

C. The Global Settlement

On March 26, 2010, the Debtors filed a proposed plan of reorganization under chapter 11 of the Bankruptcy Code, which was amended on May 16, 2010. On May 21, 2010, the Debtors filed the Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code. As originally filed, the Debtors' plan of reorganization embodied a proposed global settlement agreement which proposed a compromise and settlement of the numerous disputes among the Debtors, JPMC, the FDIC Receiver, and the FDIC Corporate, including, among others, the treatment of the Disputed Accounts, the division of the Tax Refunds, and the ownership of the Trust Preferred Securities. The global settlement agreement, as proposed on March 26, 2010, was consistent with the terms agreed upon and read into the record at a hearing before the Bankruptcy Court on March 12, 2010 and the basis of a request by the FDIC Receiver, JPMC, and the Debtors to request a stay of certain appellate proceedings pending before the United States District Court for the District of Delaware. As of March 26, 2010, the material provisions of the proposed global settlement agreement had been agreed to by WMI, JPMC and certain significant creditor groups, but the FDIC Receiver and FDIC Corporate had not agreed to all provisions contained therein. Thereafter, the FDIC's board of directors disapproved the proposed global settlement agreement. Notwithstanding this determination, the FDIC Receiver and the FDIC Corporate continued negotiating in an effort to resolve material open issues and reach a definitive agreement.

Ongoing negotiations have resulted in a revised global settlement agreement (the "Global Settlement Agreement"), an executed copy of which is attached to the Plan, which Global Settlement Agreement embodies a compromise and settlement of the numerous disputes among WMI, JPMC, the FDIC Receiver, and FDIC Corporate, as well as significant creditor groups. Furthermore, the FDIC's board of directors has approved the Global Settlement Agreement. Among other things, the Global Settlement Agreement settles disputes regarding the treatment of the Disputed Accounts, the division of the Tax Refunds and the ownership of the Trust Preferred Securities.

After numerous months of litigation and careful analysis of the merits of their claims and the claims asserted against them by JPMC, the FDIC Receiver, and FDIC Corporate, among others, the Debtors have concluded that, because of the substantial expense of litigating the issues associated with their claims, the length of time necessary to resolve each of the issues presented in the pending litigation,

the complexity and uncertainty involved and the corresponding disruption to their efforts to make distributions for the benefit of their creditors, it is in their best interests, and the best interests of their stakeholders, to resolve their disputes with JPMC, the FDIC Receiver, and FDIC Corporate, and related matters on the terms set forth in the Global Settlement Agreement, by and among (i) WMI, (ii) WMI Investment, (iii) JPMC, 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 former subsidiaries of WMB acquired by JPMC pursuant to the Purchase and Assumption Agreement (collectively, the "JPMC Entities"), (iv) the FDIC Receiver and FDIC Corporate, (v) Appaloosa Management L.P. ("Appaloosa"), on behalf of Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., and Thoroughbred Master Ltd. (collectively, and with Appaloosa, the "Appaloosa Parties"), (vi) Centerbridge Partners, L.P. ("Centerbridge"), on behalf of Centerbridge Credit Advisors, LLC and Centerbridge Special Credit Advisors, LLC (collectively, and with Centerbridge, the "Centerbridge Parties"), (vii) Owl Creek Asset Management, L.P. ("Owl Creek"), 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. (collectively, and with Owl Creek, the "Owl Creek Parties"), (viii) Aurelius Capital Management, LP ("Aurelius"), on behalf of Aurelius Capital Partners, LP and Aurelius Investment, LLC and other managed fund entities (collectively, and with Aurelius, the "Aurelius Parties") (Appaloosa, Centerbridge, the Owl Creek Parties and Aurelius, collectively, the "Settlement Note Holders") and (ix) the Creditors' Committee.

Contemporaneously herewith, the Debtors have filed the Plan, which is premised upon the Bankruptcy Court's approval of the Global Settlement Agreement.

As discussed further herein and in the Plan, pursuant to sections 363, 365, 1123(a)(5) and 1123(b)(3) of the Bankruptcy Code and Rule 9019 of the Federal Bankruptcy Rules (the "Bankruptcy Rules"), the Plan incorporates, and is expressly conditioned upon the approval and effectiveness of, the sale of the Debtors' rights and interests in certain of the Plan Contribution Assets (as set forth in the Global Settlement Agreement) free and clear of all liens, claims and encumbrances, and the compromises, settlements and releases of claims embodied in the Global Settlement Agreement, and is subject to the occurrence of the effective date of that agreement.

Pursuant to the terms of the Global Settlement Agreement, the Debtors, JPMC, the FDIC Receiver and FDIC Corporate, the Settlement Note Holders and the Creditors' Committee have agreed to compromise, settle and release, as to the parties thereto, certain issues in dispute including, but not limited to, the issues disputed in (i) the D.C. Action, (ii) the JPMC Adversary Proceeding, (iii) the Turnover Action, (iv) the discovery authorized by the Bankruptcy Court and conducted by the Debtors pursuant to Bankruptcy Rule 2004 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, (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) proofs of claim filed by the JPMC Entities against the Debtors and the Debtors' estates (the "JPMC Claims"), (vii) the motions by the FDIC Receiver and JPMC to stay or dismiss the Turnover Action and the JPMC Adversary Proceeding in favor of proceedings before the United States District Court for the District of Columbia in the D.C. Action and the appeals therefrom, (viii) the proof of claim filed by the FDIC against the Debtors and the Debtors' estates in an unliquidated amount (the "FDIC Claim"), (ix) the asserted transfer of the Trust Preferred Securities and the consequent issuance of the REIT Series, and (x) certain other disputed assets and liabilities.

The Global Settlement Agreement proposes a resolution of the parties' disputes and the concomitant risks and incurrence of litigation-related expenses. The Debtors, in the exercise of their business judgment, have determined that the benefits of settling with the JPMC Entities, the FDIC

Receiver, FDIC Corporate, and the other parties to the Global Settlement Agreement far outweigh any gains likely to be achieved by continuing litigation with such parties, particularly in light of the expense of litigation and the risks and uncertainties associated therewith.

The Global Settlement Agreement is in the best interests of the estates because it will result in the repayment of cash from JPMC in excess of approximately $4 billion, representing nearly all of the funds in the Disputed Accounts. Pursuant to the Plan and the Global Settlement Agreement, such funds will be available for distribution to holders of allowed claims against the Debtors' estates rather than being tied up in risky, uncertain litigation or subject to the asserted setoff rights of JPMC or the FDIC Receiver. In addition, pursuant to the Global Settlement Agreement, the parties thereto have agreed to a favorable allocation of the Tax Refunds, the ownership of which has been disputed by the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate. As the Tax Refunds become available, the Debtors' estates will receive their share of such Tax Refunds. The Debtors currently estimate that their share of the total estimated Tax Refunds of $5.5 to $5.8 billion will be approximately $2.365 to $2.425 billion, inclusive of any distribution that may be payable on account of Non-Subordinated Bank Bondholder Claims (as described below and in the Plan).

In addition to other valuable assets to be received by the Debtors pursuant to the Global Settlement Agreement, consummation of the transactions contemplated therein also will result in the elimination of significant liabilities and claims against the Debtors which, to the extent allowed, would otherwise result in a pro rata decrease in any distributions to the Debtors' other stakeholders. In light of this substantial consideration and the immediate relief from uncertain, expensive and protracted litigation, the Debtors believe that the Global Settlement Agreement is fair, reasonable, and in the best interests of the Debtors and their estates and creditors. The following describes certain of the principal provisions of the Global Settlement Agreement, including the resolution of disputes relating to the Disputed Accounts and the Tax Refunds, as well as JPMC's agreement to assume significant liabilities and claims asserted against the Debtors' estates.[3]

1. 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 Plan, the JPMC Entities, the FDIC Receiver and FDIC Corporate will (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, filing with the Bankruptcy Court such notices or pleadings setting forth the waiver of any and all interests in the WMI Accounts and 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 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. JPMC will pay to WMI or such other of the WMI Entities as WMI will 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 of the Global Settlement Agreement attributable to refunds of taxes deposited in the Disputed Accounts and the WMI Accounts (including the interest component of any such refunds and

[3] To the extent that there is a discrepancy between the summary of the Global Settlement Agreement contained herein and the Global Settlement Agreement, the terms of the Global Settlement Agreement shall control.

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.

2. Allocation of the Tax Refunds.

Pursuant to the Global Settlement Agreement, the parties thereto have agreed to share the expected net Tax Refunds, in the approximate amount of $5.5 to $5.8 billion, as follows:

a. 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 Act's extension of the federal NOL carryback period 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, approximately $540 to $600 million of which would be allocated to the Debtors' estates.

b. The Second Portion. Any additional net Tax Refunds, attributable to the Act, will be allocated as follows: 65.178% of such refunds will be allocated to WMI and 34.822% of such refunds will be allocated to the FDIC Receiver. Pursuant to the terms of the Plan and the Global Settlement Agreement, if the Class of Non-Subordinated Bank Bondholder Claims (as defined in the Plan) votes to accept the Plan, then, such claims will be deemed allowed against the Debtors and each holder of a Non-Subordinated Bank Bondholder Claim will receive their pro rata share of BB Liquidating Trust Interests (as defined in the Plan), which interests, in the aggregate, represent a right to receive 5.357% of such tax refunds (i.e., the Homeownership Carryback Refund Amount, as defined in the Global Settlement Agreement), subject to a cap of $150 million. If the class of Non-Subordinated Bank Bondholder Claims votes to reject the Plan, then the Debtors will only reserve for distribution to such holders the BB Liquidating Trust Interests, if, pursuant to a final order of the Bankruptcy Court, the claims are determined to be allowed as against the Debtors. The Debtors currently estimate that the Second Portion of the Tax Refunds will be approximately $2.8 billion, approximately $1.825 billion of which would be allocated to the Debtors' estates, including any distribution that may be payable on account of Non-Subordinated Bank Bondholder Claims.

Pursuant to the Global Settlement Agreement, Tax Refunds received generally will be held in escrow pending the final determination of all Tax Refunds and tax liabilities relating to the Tax Group for all applicable tax periods, unless WMI, JPMC and/or the FDIC Receiver, as applicable, otherwise agree to a prior release from escrow (such consent not to be unreasonably withheld or delayed). Fifty percent, however, of any portion of a Tax Refund that represents interest and fifty percent of any earnings on Tax Refunds held in escrow will be released from escrow on a current basis, pursuant to the allocation set forth in the Global Settlement Agreement.

3. Transfer of Assets to JPMC

Pursuant to the Global Settlement Agreement, WMI, WMI Investment, Ahmanson Obligation Company ("AOC"), H.S. Loan Corporation ("HSLC"), Marion Insurance Company

("Marion"), WAMU 1031 Exchange ("WAMU 1031"), WM Mortgage Reinsurance Company, Inc. ("WMMRC"), WM Citation Holdings, LLC ("WMCH"), Washington Mutual Finance Group, LLC ("WMFC"), Soundbay Leasing LLC ("Soundbay"), WMGW Delaware Holdings LLC ("WMGW"), WMI Rainier LLC ("WMI Rainier") and Washington Mutual Capital Trust 2001 ("WMCT 2001" and collectively with WMI, WMI Investment, AOC, HSLC, Marion, WAMU 1031, WMMRC, WMCH, WMFC, Soundbay, WMGW, and WMI Rainier, the "WMI Entities"), the FDIC Receiver and the Receivership, will sell, transfer, and assign to the JPMC Entities, and the JPMC Entities will acquire, pursuant to the Plan and sections 363 and 365 of the Bankruptcy Code, free and clear of all liens, Claims and encumbrances, 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 $775,000, (iii) those certain JPMC Rabbi Trusts, set forth in the Global Settlement Agreement and the 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 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.

4. Additional Consideration to WMI

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 Plan, the parties have agreed that:

a. 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, as set forth in the Global Settlement Agreement, and as described below.

b. JPMC will pay all obligations of WMB, WMB's subsidiaries or JPMC under certain intercompany notes identified in the Global Settlement Agreement, and will forgive certain obligations of the WMI Entities, which will be deemed to be fully discharged and cancelled.

c. As set forth in more detail in the Global Settlement Agreement, 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.

d. As set forth in the Global Settlement Agreement, JPMC will assume all liabilities and obligations of the WMI Entities, other than WMI Rainier, for remediation or clean-up costs and expenses (and excluding tort related liabilities) in excess of applicable 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 Debtors have agreed to object to any proofs of claim filed against their chapter 11 estates relating to the BKK Litigation and related agreements, and to the extent such proofs of claim are not withdrawn, with prejudice, JPMC will 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, to the extent not covered by applicable insurance. Likewise, JPMC has agreed to indemnify the WMI Entities, other than WMI Rainier, for liabilities relating to the BKK Litigation, to the extent not covered by applicable insurance.

e. JPMC will assume the JPMC Assumed Liabilities (as defined the 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 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 Plan).

f. Pursuant to the Global Settlement Agreement, JPMC has agreed to 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). In addition, JPMC will 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"). 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 determined that the aggregate sum of all WMI Vendor Claims, as alleged, is less than $50 million.

5. Transfer of Assets to the Debtors.

The Global Settlement Agreement further provides that the JPMC Entities will sell, transfer, and assign to the WMI Entities, and the WMI Entities will 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 (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 the Plan), and (iv) certain 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. In addition, pursuant to the Global Settlement Agreement, 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).

6. JPMC Claims.

As noted, the JPMC Entities filed over 40 proofs of claim against the Debtors' chapter 11 estates. 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 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 will waive any distribution JPMC otherwise would be entitled to receive on account of the JPMC Allowed Unsecured Claim.

7. 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 (previously defined as the "Act") and as set forth in Section 2.4 of the Global Settlement Agreement and the 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 Plan.

8. Settlement with the REIT Series Holders.

Pursuant to the Global Settlement Agreement and in consideration for the releases by the holders of the REIT Series of any and all claims against the Debtors and JPMC arising out of, related to, or 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, the assignment of the Trust Preferred Securities subsequent thereto, and any and all claims in any way related to the Trust Preferred Securities or the REIT Series, pursuant to the Plan, JPMC will pay to the Disbursing Agent, for distribution to the REIT Series holders (i) $50 million or (ii) at the election of JPMC, registered and otherwise tradable shares of common stock of JPMC having a value as of the effective date of the Plan of $50 million, and each holder of the REIT Series receiving its pro rata share of such consideration will execute and deliver, or be deemed to have executed and delivered, a release for the benefit of JPMC with respect to the foregoing events.

9. Releases.

The Releases in the 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 Plan feasible, and (iv) fair to creditors. The Releases are integral to obtaining the value provided in the Global Settlement Agreement, that will be deliverable pursuant to the Plan, and thus constitute an essential component of the compromises reached among the parties to the Global Settlement Agreement, and an

essential component of the Plan. Pursuant to the Plan, and except as otherwise expressly provided therein, the Confirmation Order, or the Global Settlement Agreement, for good and valuable consideration, the Debtors, the Creditors' Committee and all creditors and equity interest holders of the Debtors, will be deemed to have released, among others, the JPMC Entities, the FDIC Receiver, FDIC Corporate, and the Receivership from any and all claims, in connection with or related to any of the Debtors, the Reorganized Debtors, or claims or interests for which such party is receiving a distribution pursuant to the Plan, all as more fully described in the Plan and the Global Settlement Agreement; provided, however, that neither the Plan or the Global Settlement Agreement intend to release claims that the FDIC Receiver, the FDIC Corporate, the Receivership or the JPMC Entities are entitled to assert against each other or any defenses thereto pursuant to the Purchase and Assumption Agreement. Holders of Claims and Equity Interests may elect not to grant the Releases in the Plan by checking an "opt out" on their respective Ballots and, as a result, not receive any distributions under the Plan. However, because the Plan and Global Settlement Agreement are conditioned upon the Releases, and, as such, the Releases are essential for the successful reorganization of the Debtors, the Debtors will seek at the Confirmation Hearing to bind and enforce the Releases against any parties who opt out, and to deliver to all such parties the distributions they otherwise would be entitled to receive under the Plan.

10. Bank Bondholder Claims and Distributions.

Pursuant to the Plan and the Global Settlement Agreement, the Plan provides for a distribution (contingent on the occurrence of certain conditions) to the Bank Bondholders in the amount of 5.357% of the Homeownership Carryback Refund Amount (as defined in the Global Settlement Agreement), with a cap of $150 million, on account of and in complete and full satisfaction of their purported claims against WMI (other than claims that are subordinated pursuant to section 510 of the Bankruptcy Code), to the extent that the Bank Bondholders vote to accept the Plan, provided, however that this distribution to the Bank Bondholders will be paid when WMI receives its distribution of tax refunds in accordance with the Global Settlement Agreement and as described above. If the Class of Non-Subordinated Bank Bondholders votes to reject the Plan, the sole amount of reserve for distribution to the holders of Non-Subordinated Bank Bondholder Claims, if, pursuant to a final order of the Bankruptcy Court, such claims are determined to be allowed claims against the Debtors, shall be the BB Liquidating Trust Interests (as defined in the Plan). Furthermore, pursuant to the Global Settlement Agreement, the parties thereto have agreed that the Bank Bondholders' claims against the Debtors 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 or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors and their estates are being released, discharged or settled as a result of the Global Settlement Agreement and the Plan.

D. JPMC Reservation of Rights.

The Global Settlement Agreement described in this Disclosure Statement has been incorporated into and made part of the 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 Plan is not confirmed by the Bankruptcy Court, and either the Global Settlement Agreement or the Plan does not become effective, JPMC has reserved all of its rights with respect to all of 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 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.

E. Opposition to the Global Settlement Agreement.

In various court pleadings, including its unsuccessful motion to appoint an examiner to investigate the Debtors, discussed further below, the official committee of equity security holders in these chapter 11 cases (the "Equity Committee") has expressed opposition to the Global Settlement Agreement and the Plan. In addition, numerous holders of WMI's common stock have either filed or served upon the Debtors letters expressing their opposition to the Global Settlement Agreement and the Plan.

II. OVERVIEW OF THE 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. 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 Plan

The following is a brief overview of the material provisions of the Plan and is qualified in its entirety by reference to the full text of the Plan, a copy of which is annexed hereto as Exhibit A. For a more detailed description of the terms and provisions of the Plan, see Article V below.

1. Reorganization

The Plan contemplates the reorganization of the Debtors pursuant to chapter 11 of the Bankruptcy Code, with the Reorganized Debtors retaining, among other assets, (a) equity interests in WMI Investment and WMMRC, debtor and non-debtor subsidiaries of WMI, respectively, and (b) cash received on account of the offering of Subscription Rights to holders of Allowed PIERS Claims, as described in the Plan (the "Rights Offering").

Pursuant to the Plan, on the effective date thereof, Reorganized WMI, will issue 5,600,000 shares of duly authorized common stock, with a par value of $25 per share (defined in the Plan as Reorganized Common Stock). Pursuant to the Plan, each holder of an Allowed Claim relating to WMI's Senior Notes, Senior Subordinated Notes or a General Unsecured Claim, as described herein and in the Plan, will be entitled to receive, on account of their Claim, their pro rata share of Creditor Cash and cash on account of Liquidating Trust Interests. In addition, pursuant to the Plan, each holder of an Allowed Claim relating to WMI's Senior Notes or a General Unsecured Claim (to the extent such holder of an Allowed General Unsecured Claim is a qualified institutional buyer and holds Allowed General

Unsecured Claims in an aggregate amount in excess of $4 million) will be provided with the right to elect to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by such holders and subject to dilution on account of the Rights Offering) in lieu of some or all of the Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan. In addition, each holder of an Allowed Senior Subordinated Notes Claim will be provided with the right to elect, in its discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan.

2. The Rights Offering

The Plan contemplates a Rights Offering, pursuant to which certain holders of Allowed PIERS Claims, as described herein and in the Plan, will receive Subscription Rights entitling, but not obligating, such holders to purchase Additional Common Stock, i.e., 4,000,000 additional shares of duly authorized common stock of Reorganized WMI to be issued on the Effective Date of the Plan or as soon thereafter as is practicable pursuant to a Rights Offering, with a par value of $25 per share. For more detailed information regarding the Rights Offering, see the Section V.H, as well as the Plan.

3. Interests in the Liquidating Trust

The Plan provides for the establishment of a Liquidating Trust (as defined in the Plan) to make distributions to certain creditors on account of their Allowed Claims and equity interests. The assets of the Liquidating Trust will consist of all of the Debtors' assets, *except* (i) Cash to be distributed by the Reorganized Debtors as Disbursing Agent to holders of allowed administrative expense and priority claims pursuant to the Bankruptcy Code, Allowed Convenience Claims, Allowed WMI Vendor Claims, and Trustee Claims (each as defined in the Plan), and the fees and expenses owed to certain noteholders' professionals pursuant to the Plan, the Reorganized Debtors' fees and expenses incurred in connection with initial distributions made by the Reorganized Debtors as Disbursing Agent (as defined in the Plan), Creditor Cash (as defined in the Plan) held by the Reorganized Debtors on the effective date of the Plan, (ii) the equity interests in WMI Investment (all of the assets of which will be contributed to the Liquidating Trust), WMMRC, and WMB, and (iii) cash received on account of the Rights Offering.

Pursuant to the Plan, and as described below in Section V.B.3, Liquidating Trust Beneficiaries, as defined in the Plan (i.e., specifically, the 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, Non-Subordinated Bank Bondholder Claims, and, in certain circumstances, Allowed Subordinated Claims, Preferred Equity Interests and REIT Series, to the extent such holders receive Liquidating Trust Interests under the Plan (and any transferee thereof, and any subsequent transferee of any transferor of Liquidating Trust Interests)) will receive beneficial interests in the Liquidating Trust on account of their Claims.

4. Creditor Cash

Pursuant to the Plan, in addition to interests in the Liquidating Trust, certain claimants will also be entitled to receive on account of their Allowed Claims their pro rata share of Creditor Cash (as defined in the Plan), i.e., excess cash, *if any*, to be distributed in accordance with the Plan over cash (a) reasonably determined by the Disbursing Agent as necessary to satisfy, Allowed Administrative Expense Claims, Allowed Priority Tax Claims (to the extent necessary), Allowed Priority Non-Tax

Claims, Allowed Convenience Claims, Trustee Claims (each as defined in the Plan), fees and expenses owed to certain creditors' professionals pursuant to the Plan, and fees and expenses of the Disbursing Agent, (b) necessary to fund the Liquidating Trust in accordance with of the Plan, (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 Allowed 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 of the Plan up to and including such later date as the Disbursing Agent shall reasonably determine; provided, however, that the $50 million of cash payable by JPMC to WMI pursuant to the terms of the Global Settlement Agreement into an escrow account administered by WMI to be used in connection with satisfaction of Allowed WMI Vendor Claims is included in Creditor Cash but only to the extent of WMI's share of cash remaining in such escrow after payment of Allowed WMI Vendor Claims.

5. Summary of Classification and Treatment Under the Plan

The following table summarizes the classification and treatment of Administrative Expense Claims, Professional Compensation and Reimbursement Claims, Priority Tax Claims, Priority Non-Tax Claims, other Claims, and Interests under the Plan.

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
--	Administrative Expense Claims	No	No	Payment 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 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.	100%
--	Professional Compensation and Reimbursement Claims	No	No	Payment 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 of the Plan 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	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				provided in the Plan, 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.	
--	Priority Tax Claims	No	No	At the option and discretion of the Debtors, 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 of the Plan 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 of the Plan 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.	100%
1	Priority Non-Tax Claims	No	No	Payment in full, in Cash.	100%
2	Senior Notes Claims	Yes	Yes	Shall receive, subject to the lien or priority rights of the Senior Notes Indenture Trustee, Pro Rata Share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed Senior Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim (defined in the Plan as a Claim against the Debtors for interest accrued in respect of an outstanding obligation or liability that is the subject of an Allowed Claim during the period from Petition Date up to and including the date of final payment in full of such Allowed Claim, calculated at the contract rate set forth in any agreement related to such Allowed Claim or, if no such rate or contract exists, at the federal judgment rate, provided that interest shall continue to accrue only on the then outstanding and unpaid obligation or liability, including any Postpetition Interest Claim thereon, that is the subject of an Allowed Claim). In addition, in accordance with the Subordination Model attached to the Plan, each holder of an Allowed	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				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 Postpetition Interest Claim, redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. To the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, the contractual subordination provisions of such indentures shall govern and shall be enforced, except with respect to redistribution of Reorganized Common Stock to holders of Allowed Senior Notes, which will have been specifically waived by such holders, as set forth below. Each holder of an Allowed Senior Notes Claim will be provided the right to elect to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, subject to the lien or priority rights of the Senior Notes Indenture Trustee; provided, however, that (a) each holder of an Allowed Senior Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims; (b) if all Allowed Senior Notes Claims and Postpetition Interest Claims on account of Allowed Senior Notes Claims are paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall not receive such stock and their election rights shall automatically be deemed cancelled; and (c) to the extent that all Allowed Senior Notes Claims and/or Postpetition Interest Claims on account of Allowed Senior Notes Claims are not paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall only be entitled to receive Reorganized Common Stock with an aggregate value equal to any unpaid portion of their Allowed Senior Notes Claims and Postpetition Interest Claims in accordance with the Subordination Model attached to the Plan; provided, however, that each holder of an Allowed Senior Notes	

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of (i) all Allowed Senior Notes Claims and Allowed General Unsecured Claims plus (ii) if such stock is being elected on account of Postpetition Interest Claims, all Postpetition Interest Claims in respect of Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a holder of an Allowed Senior Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed Senior Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock.	
3	Senior Subordinated Notes Claims	Yes	Yes	Shall receive, subject to the lien or priority rights of the Senior Subordinated Notes Indenture Trustee, Pro Rata Share of (i) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed Senior Subordinated Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed Senior Subordinated Notes Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to 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 to the Plan (except to the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control). In addition, in accordance with the Subordination Model (except to the extent that it conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control), 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	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				holder's Postpetition Interest Claim, resdistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. Each holder of an Allowed Senior Subordinated Notes Claim will be provided the right to elect to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the Senior Subordinated Notes Indenture Trustee; provided, however, that each holder of an Allowed Senior Subordinated Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Subordinated Notes Claims. To the extent a holder of an Allowed Senior Subordinated Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed Senior Subordinated Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock.	
4	WMI Medical Plan Claims	No	No	JPMC to pay or fund the payment of such Claims.	100%
5	JPMC Rabbi Trust/Policy Claims	No	No	JPMC to pay or fund the payment of such Claims. This Class does not include Claims related to certain WMI Policies or to the WMI Rabbi Trust, as each is defined in the Global Settlement Agreement and identified on exhibits thereto, including Claims that may be related to the H.F. Ahmanson Rabbi Trust.	100%
6	Other Benefit Plan Claims	No	No	JPMC to pay or fund the payment of such Claims.	100%
7	Qualified Plan Claims	No	No	JPMC to pay or fund the payment of such Claims.	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
8	WMB Vendor Claims	No	No	JPMC to pay or otherwise satisfy the payment of such Claims.	100%
9	Visa Claims	No	No	JPMC to pay or fund the payment of such Claims.	100%
10	Bond Claims	No	No	JPMC to pay or fund the payment of such Claims.	100%
11	WMI Vendor Claims	No	No	Entitled to receive payment in Cash from the Vendor Escrow.	100%
12	General Unsecured Claims	Yes	Yes	Shall receive 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 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 Plan, JPMC shall be deemed to have waived its right to receive any distribution on account of the JPMC Allowed Unsecured Claim, including the right to elect to receive Reorganized Common Stock. Each holder of an Allowed General Unsecured Claim who is a qualified institutional buyer and has an Allowed General Unsecured Claim in an aggregate amount in excess of $4,000,000 (a "Qualified Holder") will be provided the right to elect to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed Senior Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan; provided, however, that each holder of an Allowed General Unsecured Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a Qualified Holder elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				General Unsecured Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock.	
13	Convenience Claims	No	No	Payment in full, in Cash.	100%
14	CCB-1 Guarantees Claims	Yes	Yes	Shall receive, subject to the lien or priority rights of the CCB-1 Trustee, 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed CCB-1 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, shall be redistributed, 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 Plan (except to the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control). In addition, in accordance with the Subordination Model (except to the extent that the Subordination Model conflicts with the subordination provisions of the applicable indentures, in which case the indentures shall control), 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 Postpetition Interest Claim, resdistributions of Creditor Cash and cash received on account of Liquidating Trust Interests. Each holder of an Allowed CCB-1 Guarantees Claim will be provided the right to elect to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the CCB-1 Trustee; provided, however, that each holder of an Allowed CCB-1	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-1 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed CCB-1 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock.	
15	CCB-2 Guarantees Claims	Yes	Yes	Shall receive, subject to the lien or priority rights of the CCB-2 Trustees, 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed CCB-2 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to the Plan) shall be redistributed, 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 Plan (except to the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control). In addition, in accordance with the Subordination Model (except to the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control), 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 Postpetition Interest Claim, resdistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests.	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				Each holder of an Allowed CCB-2 Guarantees Claim will be provided the right to elect to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the CCB-2 Trustees; provided, however, that each holder of an Allowed CCB-2 Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-2 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed CCB-2 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock.	
16	PIERS Claims	Yes	Yes	Shall receive, subject to the lien or priority rights of the PIERS Trustee, Pro Rata Share of (i) Reorganized Common Stock (to the extent remaining after distributions to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claim, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), (ii) Creditor Cash and (iii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed PIERS Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, the contractual subordination rights of entities who hold PIERS Preferred Securities shall be preserved and enforced; and provided, further that any distribution to holders of Allowed PIERS Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock, shall be	100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				redistributed, subject to Bankruptcy Rule 3021 and subject to the lien or priority rights of the PIERS Trustee, in accordance with the Subordination Model attached to the Plan (except to the extent that the Subordination Model conflicts with the subordination provisions in the applicable indentures, in which case the indentures shall control). Each holder of an Allowed PIERS Claim will be provided the right to elect to receive additional Creditor Cash, cash on account of Liquidating Trust Interests or Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Reorganized Common Stock, Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the PIERS Trustee; provided, however, that, to the extent that there is an imbalance between the amount of Creditor Cash or cash on account of Liquidating Trust Interests, as the case may be, and the number of Reorganized Common Stock shares elected by holders of Allowed PIERS Claims, either the Creditor Cash, cash on account of the Liquidating Trust Interests or Reorganized Common Stock shares elected shall be reduced, on a Pro Rata basis, to each holder to eliminate such imbalance. The ultimate recovery percentage for each holder of an Allowed PIERS Claim shall be the same, regardless of whether a holder elects to receive more or less Reorganized Common Stock.	
17	Non-Subordinated Bank Bondholder Claims	Yes	Yes	If Class 17 votes to accept the Plan (in accordance with the terms thereof), then, in full satisfaction, release and exchange of the Non-Subordinated Bank Bondholder Claims, the Non-Subordinated Bank Bondholder Claims shall be deemed Allowed Claims and each holder of a Non-Subordinated Bank Bondholder Claim, shall receive such holder's Pro Rata Share of BB Liquidating Trust Interests (which interests, in the aggregate, represent a right to receive 5.357% of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, subject to a cap of One	0 – 100%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				Hundred Fifty Million Dollars ($150,000,000.00) in the aggregate), subject to contractual subordination rights among the holders of Non-Subordinated Bank Bondholder Claims. If Class 17 votes to reject the Plan (in accordance with the terms thereof), the sole amount of reserve for distribution to the holders of Non-Subordinated Bank Bondholder Claims if, pursuant to a Final Order of the Bankruptcy Court, such Claims are determined to be Allowed Claims, shall be the BB Liquidating Trust Interests.	
18	Subordinated Claims	Yes	Yes	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, the Liquidating Trust Interests will be redistributed, and holders of Allowed Subordinated Claims shall be 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.	0 – 100%
19	REIT Series	Yes	Yes	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), the Liquidating Trust Interests shall be redistributed, and holders of the REIT Series shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared pari passu with holders of Preferred Equity Interests. In addition, 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 Plan, on the Effective Date, JPMC shall pay or transfer to the Disbursing Agent for distribution to each holder of a REIT Series such holder's Pro Rata Share of (i) $50 million in cash or (ii) at the election of JPMC, shares of common stock of JPMC having a value as of the Effective Date in the amount of $50 million.	0 – 1%
20	Preferred Equity Interests	Yes	Yes	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), the Liquidating Trust Interests shall be redistributed, and holders of Preferred Equity Interests shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared pari passu	0 – 1%

Class	Class Description	Impaired	Entitled to Vote	Treatment Under the Plan	Estimated Percentage Recovery
				with holders of the REIT Series.	
21	Dime Warrants	Yes	No	No distribution.	0%
22	Common Equity Interests	Yes	No	No distribution.	0%

III. INTRODUCTION TO 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 (1) the Debtors' history, businesses, and these chapter 11 cases, (2) the Plan and alternatives to the Plan, (3) the rights of holders of claims and equity interests pursuant to the Plan, and (4) 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 the Plan.

On June ___, 2010 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 Interests in the Debtors to make an informed judgment in voting to accept or reject the Plan. However, the Bankruptcy Court has not passed on the merits of the Plan. No solicitation of votes on the Plan may be made except pursuant to this Disclosure Statement and section 1125 of the Bankruptcy Code. In voting on the Plan, holders of claims against or interests in the Debtors should not rely on any information relating to the Debtors, other than the information contained in this Disclosure Statement, the Plan, and all exhibits hereto and thereto.

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

A. Holders of Claims Entitled to Vote

Pursuant to provisions of the Bankruptcy Code, only holders of allowed claims or equity interests in classes of claims or equity interests that are "impaired" and that are not deemed to have rejected a proposed plan are entitled to vote to accept or reject a proposed plan. Classes of claims in which the holders of claims are unimpaired under a plan, and each holder of a claim or interest of such class, are conclusively presumed to have accepted the plan, and solicitation of acceptances from the

holders of claims of such class is not required. For a detailed description of the treatment of Claims and Equity Interests under the Plan, refer to Article V.

Claims in Class 1 (Priority Non-Tax Claims), Class 4 (WMI Medical Plan Claims), Class 5 (JPMC Rabbi Trust/Policy Claims), Class 6 (Other Benefit Plan Claims), Class 7 (Qualified Plan Claims), Class 8 (WMB Vendor Claims), Class 9 (Visa Claims), Class 10 (Bond Claims), Class 11 (WMI Vendor Claims), and Class 13 (Convenience Claims) are unimpaired and holders thereof are conclusively presumed to have accepted the Plan.

Claims in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 17 (Non-Subordinated Bank Bondholder Claims), Class 18 (Subordinated Claims), Class 19 (REIT Series), and Class 20 (Preferred Equity Interests), are impaired and, to the extent Claims in such Classes are Allowed, the holders of such Claims will receive distributions under the Plan. As a result, holders of Claims in those Classes are entitled to vote to accept or reject the Plan.

Holders of Claims or Interests in Class 21 (Dime Warrants), and Class 22 (Common Equity Interests) are not entitled to receive any distributions pursuant to the Plan and are deemed to have rejected the Plan.

THE RECORD DATE FOR DETERMINING THE HOLDERS OF CERTAIN CLAIMS THAT MAY VOTE ON THE PLAN IS June 3, 2010 (the "Voting Record Date").

BALLOTS FOR ACCEPTANCE OR REJECTION OF THE PLAN ARE BEING PROVIDED ONLY TO THOSE HOLDERS OF CLAIMS IN CLASSES 2, 3, 12, 14, 15, 16, 17, 18, 19, and 20 BECAUSE THEY ARE THE ONLY HOLDERS OF CLAIMS THAT MAY VOTE TO ACCEPT OR REJECT THE PLAN. If you are the holder of a Claim in one of these 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 Exhibits hereto, the Plan or the voting procedures in respect thereof, please contact:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Tal Sapeika, Esq.
Rahul Sharma, Esq.
(212) 310-8000

THE DEBTORS RECOMMEND THAT HOLDERS OF CLAIMS IN ALL SOLICITED CLASSES VOTE TO ACCEPT THE PLAN.

B. Voting Procedures

If you are entitled to vote on the Plan, accompanying this Disclosure Statement is a ballot ("Ballot") for casting your vote(s) on the Plan and a pre-addressed envelope to return the Ballot.

After carefully reviewing this Disclosure Statement and the Exhibits hereto, including the Plan, please indicate your vote with respect to the Plan on the enclosed Ballot and return it in the envelope

provided. Voting procedures and requirements are explained in greater detail elsewhere in this Disclosure Statement and on the Ballot. **PLEASE VOTE AND RETURN YOUR BALLOT TO:**

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

TO BE COUNTED, BALLOTS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. (PACIFIC TIME) ON _____ __, 2010. ANY EXECUTED BALLOTS WHICH ARE TIMELY RECEIVED BUT WHICH DO NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE OF THE PLAN.

If you must return your Ballot to your bank, broker, agent, or nominee, then you must return your Ballot to such bank, broker, agent, or nominee in sufficient time for them to process your Ballot and return it to the above address before the deadline. Your Ballot will not be counted if received after this deadline.

DO NOT RETURN YOUR SECURITIES OR ANY OTHER DOCUMENTS WITH YOUR BALLOT.

It is important that Creditors exercise their right to vote to accept or reject the Plan. **Even if you do not vote to accept the Plan, you may be bound by it, if it is accepted by the requisite holders of Claims.** Refer to Section V.P. for further information. The amount and number of votes required for confirmation of the Plan are computed on the basis of the total amount of Claims actually voting to accept or reject the Plan.

Your Claims may be classified in multiple classes, in which case you will receive a separate Ballot for each class of Claim. For detailed voting instructions and the names and addresses of the persons you may contact if you have questions regarding the voting procedures, refer to your Ballot or to Section I.C. for further information.

The Debtors believe that prompt confirmation and implementation of the Plan is in the best interests of the Debtors, all holders of Claims and Equity Interests, and the Debtors' chapter 11 estates.

C. Confirmation Hearing

In accordance with the Disclosure Statement Order and section 1128 of the Bankruptcy Code, the hearing to consider confirmation of the Plan (the "Confirmation Hearing") will be held on _____ __, 2010 at __:__ _.m. (Eastern Time) before the Honorable Mary F. Walrath, United States Bankruptcy Court, 824 North Market Street, Fifth Floor, Wilmington, Delaware 19801. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan must be served and filed so that they are received on or before _____ __, 2010 at 5:00 p.m. (Eastern Time). The Confirmation Hearing may be adjourned from time to time without further notice except for the announcement of the adjourned date and time at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

IV. OVERVIEW OF THE DEBTORS' OPERATIONS AND CHAPTER 11 CASES

A. The Debtors' Corporate History And Organizational Structure

WMI is a holding company incorporated in the State of Washington and headquartered at 925 Fourth Avenue, Suite 2500, Seattle, Washington 98104. WMI 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 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 and all of 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.

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 that certain 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 securities were registered with the 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.

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 "Subordinated Notes"), and $750 million attributable to junior subordinated unsecured debentures (the "Junior Subordinated Debentures") issued in connection with certain trust preferred equity redeemable 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 Indenture"). The Senior Notes rank equally with all other unsecured and unsubordinated indebtedness of WMI.

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. ("The Bank of New York"), as successor indenture trustee (the "Senior Notes Indenture Trustee") under the Senior Indenture (the "Senior Indenture Stipulation"), pursuant to which the proof of claim filed by the Senior Notes Indenture Trustee, on behalf of itself and other holders of debt issued by WMI pursuant to the Senior Indenture, was allowed in the following amounts:

Notes Issuance	Maturity Date	Issued Amount	Allowed Principal	Allowed Accrued Interest[4]	Allowed Total Amount
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 Indenture Stipulation, the Senior Notes Indenture Trustee was also permitted and directed to file an additional proof of claim against WMI (the "Remaining Senior 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 The Bank of New York, 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 The Bank of New York, 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 Indenture for both the pre- and 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 Indenture Trustee Claim, except with respect to any objections based on timeliness, which were waived with prejudice.

3. Subordinated Notes.

All three issuances of the Subordinated Notes, described below, 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 "Subordinated Indenture"). The Subordinated Notes are contractually subordinated in right of payment to the prior payment in full of all senior indebtedness, including the Senior Notes.

[4] Interest is calculated as of the Petition Date.

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 "Subordinated Notes Indenture Trustee") under the Subordinated Indenture (the "Subordinated Indenture Stipulation"), pursuant to which the proof of claim filed by the Subordinated Notes Indenture Trustee, on behalf of itself and other holders of debt issued by WMI pursuant to the Subordinated Indenture, was reduced and allowed solely in the following amounts:

Notes Issuance	Maturity Date	Issued Amount	Allowed Principal	Allowed Accrued Interest[5]	Allowed Total Amount
8.25% Subordinated Notes	April 1, 2010	$500,000,000.00	$451,870,530.25	$18,133,500.00	$470,004,030.25
4.625% Subordinated Notes	April 1, 2014	$750,000,000.00	$729,187,229.50	$16,449,467.71	$745,636,697.21
7.250% 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 Subordinated Indenture Stipulation, the Subordinated Notes Indenture Trustee was deemed to have filed an additional proof of claim against WMI (the "Remaining Subordinated 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 Subordinated Indenture for both the pre- and postpetition periods, including, but not limited to, the fees and expenses of the Subordinated Notes Indenture Trustee and its professionals and the Subordinated Notes Indenture Trustee and the Debtors reserved all rights with respect to this Remaining Subordinated 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.

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"), 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. WMI anticipates that the holders of claims relating to the CCB Securities will receive little to no distribution on account of their claims against the FDIC, as receiver for WMB. Accordingly, WMI anticipates that claims relating to the full outstanding amount of the CCB Guarantees will be allowed as against its estate.

[5] Interest is calculated as of the Petition Date.

5. Junior Subordinated Debentures.

In accordance with the Amended and Restated Declaration of Trust, dated as of April 30, 2001, WMI, as sponsor, established WMCT 2001 to issue Trust Preferred Income Equity Redeemable Securities[SM] ("Preferred Securities" or "PIERS") to investors. The proceeds from such issuance, together with the proceeds of the related issuance of common securities of WMCT 2001 (the "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 The Bank of New York. In the second quarter of 2001, WMCT 2001 issued 23 million Preferred Securities, with a total face value of $1.15 billion, 711,300 Common Securities to WMI, with a face value of approximately $0.4 billion, and acquired approximately $1.19 billion of 5.38% Junior Subordinated Debentures, due in 2041. Each Preferred Security consisted of a preferred security having a stated liquidation amount of $50, and a current yield of 5.38%, and a 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 Preferred Securities and Common Securities were issued at an initial purchase price of $32.33, reflecting an original issue discount of $17.67. The Common Securities are junior in right of payment to the prior payment in full of the Preferred Securities.

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. The Preferred Securities issued by WMCT 2001 were guaranteed by WMI to the extent WMCT 2001 fails to satisfy its obligations to holders of the Preferred Securities. The Debtors believe that claims asserted by holders of the Preferred Securities against WMI are duplicative of the claim asserted by the Junior Subordinated Debentures Trustee.

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 Preferred Securities, the 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 Preferred Securities, 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[6]	Allowed Total Amount
Preferred Securities	May 1, 2041	$756,230,623.24	$9,443,576.39	$765,674,199.63
Common Securities[7]	May 1, 2041	$23,387,254.01	$292,052.86	$23,679,306.87
				$789,353,506.50

[6] Interest is calculated as of the Petition Date.

[7] These securities are owned by WMI.

6. Preferred Stock.

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"). 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.

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 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 R Preferred Stock were issued and outstanding.

c. Series I, J, L, M and N Preferred Stock.

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 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 depositary shares, each representing 1/1,000th of a share of a related class of WMI's preferred stock, as applicable, of Perpetual Non-Cumulative Fixed and Fixed-to-Floating Rate Preferred Stock in Series I, J, L, M and N (previously defined 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. Please refer to the Global Settlement Agreement for a complete description of the proposed resolution of disputes 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."

C. 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 CAMELS[8] rating – rendering WMB ineligible to receive primary 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. 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.

D. The Chapter 11 Cases

1. "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.

2. 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 Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the following members to form the Creditors' Committee: The

[8] Upon information and belief, 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).

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.[9]

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.

3. 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. 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 Ashby & Geddes, P.A. as Delaware counsel to the Equity Committee on April 8, 2010. The Equity Committee has retained Susman Godfrey LLP as its lead counsel.

4. 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; and (k) Simpson, Thacher & Bartlett LLP, as special 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; and (g) Blackstone Advisory Partners, L.P. ("Blackstone"), as financial advisor.

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; and the public relations services of Joele Frank, Wilkinson Brimmer Katcher.

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

5. Schedules/Bar Date.

On December 19, 2008, the Debtors filed with the 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 Court its first and second, respectively, amended Schedules. On January 14, 2010, WMI filed with the Court further amendments to its SOFAs. By order, dated January 30, 2009, the Court established March 31, 2009 as the deadline for filing proofs of claim against the Debtors. Over 3,700 proofs of claim have been filed against the Debtors in these chapter 11 cases.

6. Exclusivity.

Section 1121(b) of the Bankruptcy Code provides for a period of 120 days after the commencement of a chapter 11 case during which a debtor has the exclusive right to file a plan of reorganization ("Plan Period"). In addition, section 1121(c)(3) of the Bankruptcy Code provides that if the debtor files a plan within the Plan Period, it has a period of 180 days after commencement of the chapter 11 case to obtain acceptances of such plan (the "Solicitation Period" and together with the Plan Period, the "Exclusive Periods"). Pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court may, upon a showing of cause, extend or increase the Exclusive Periods.

The Debtors' Plan Period and Solicitation Period initially were set to expire on January 24, 2009 and March 25, 2009, respectively. On January 20, 2009, the Debtors filed a motion to extend the Exclusive Periods, citing a multitude of factors, including: (i) the size and complexity of the Debtors' chapter 11 cases; (ii) the unresolved contingencies at issue; and (iii) the need to reconcile the numerous claims filed in these cases. By order, dated February 16, 2009, pursuant to section 1121(d) of the Bankruptcy Code, the Bankruptcy Court granted the Debtors an extension of the Plan Period and Solicitation Period through and including April 24, 2009 and June 23, 2009, respectively.

On April 22, 2009, the Debtors filed a second motion to extend the Exclusive Periods and, by order, dated May 19, 2009, the Bankruptcy Court granted the Debtors a further extension of the Plan Period and Solicitation Period through and including July 23, 2009 and September 21, 2009, respectively. On July 22, 2009, the Debtors filed a third motion to extend the Exclusive Periods and, by order, dated August 21, 2009, the Bankruptcy Court granted the Debtors an extension of the Plan Period and Solicitation Period through and including October 21, 2009 and December 21, 2009, respectively. On October 19, 2009, the Debtors filed a fourth motion to extend the Exclusive Periods and, by order dated November 20, 2009, the Bankruptcy Court granted the Debtors an extension of the Plan Period and Solicitation Period through and including January 19, 2010 and March 22, 2010, respectively. Finally, on January 15, 2010, the Debtors filed a fifth motion to extend the Exclusive Periods, and by order dated February 9, 2010, the Bankruptcy Court extended the Plan Period and the Solicitation Period through and including March 26, 2010 and May 26, 2010, respectively.

On March 26, 2010, the Debtors filed the Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code and accompanying Disclosure Statement, thereby preserving their Solicitation Period, which will expire on May 26, 2010. On May 16, 2010, the Debtors filed the First Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code and an accompanying Disclosure Statement.

On May 21, 2010, the Debtors filed their Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the Bankruptcy Code and this Disclosure Statement.

7. 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 Receivership, 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 of the Global Settlement Agreement, 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.

8. Litigation with the FDIC and JPMC.

a. The D.C. Action.

As discussed above, 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 filed 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 (previously defined as, the "Debtors' Motion to Stay/Dismiss"). The FDIC and JPMC both opposed the Debtors' Motion to Stay/Dismiss. On January 7, 2010, the District Court granted the Debtors' Motion to Stay/Dismiss in part and denied all of the pending motions to dismiss. Accordingly, the D.C. Action is stayed in its entirety pending outcome of the adversary proceedings pending in the Bankruptcy Court.

JPMC and certain Bank Bondholders 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 Bank Bondholders. The Court has not yet ruled on the Creditors' Committee's proposed intervention.

b. The JPMC 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) <u>*The JPMC Adversary Proceeding*</u>. 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), 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 certain 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, and that putative appeal is pending. JPMC has since filed an answer to the Debtors' counterclaims on September 21, 2009.

(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), 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 of 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 Bank Bondholders 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 Bank Bondholders – were considered at a hearing before the Bankruptcy Court on October 22, 2009. The Bankruptcy Court's decision with respect to the Debtors' summary judgment motion remains *sub judice*, although the Bankruptcy Court has indicated it is 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 have opposed such relief.

d. The American National Action 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 "American National Action"). 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 American National Action, 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 American National Action 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 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 May 14, 2010, JPMC and the FDIC Receiver filed a joint motion for an order extending the briefing schedule of that motion. Both motions currently remain outstanding.

In connection with the American National Action, on May 1, 2009, the Debtors filed a motion (the "2004 Motion"), pursuant to Bankruptcy Rule 2004, seeking entry of an order directing the examination of JPMC. JPMC opposed the 2004 Motion. By Opinion and Order, dated June 24, 2009, the Bankruptcy Court granted the 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, have agreed to provide documents responsive to the Debtors' requests on a consensual basis.

9. The Global Settlement.

As noted above, the Plan incorporates, and is expressly conditioned upon the effectiveness of the Global Settlement Agreement which proposes to compromise and settle certain issues in dispute among the parties thereto.

Pursuant to the terms of the Global Settlement Agreement, the Debtors, JPMC, the FDIC Receiver, FDIC Corporate, the Settlement Note Holders and the Creditors' Committee have agreed to compromise, settle and release, as to the parties thereto, certain issues in dispute among such parties including, but not limited to the issues disputed in (i) the D.C. Action, (ii) the JPMC Adversary Proceeding, (iii) the Turnover Action, (iv) the 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 JPMC Claims, (viii) the FDIC Claim, (ix) the transfer of the Trust Preferred Securities and the consequent issuance of the REIT Series, and (x) certain other disputed assets and liabilities. The Global Settlement Agreement is incorporated into this Disclosure Statement by reference as if fully set forth herein.

Pursuant to the Global Settlement Agreement, WMI, the FDIC Receiver and the FDIC Corporate will use their best efforts to seek rulings from the D.C. District Court, the Bankruptcy Court, or the relevant appellate court (a) enjoining the plaintiffs in the American National Action 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 over such claims and causes of action, including, without limitation, prosecution of the American National Action and (b) enjoining any other person from instituting or prosecuting any claims on behalf of WMI, WMB or the Receivership. On the effective date of the Global Settlement Agreement, 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 American National Litigation as of such date, WMI, the FDIC Receiver, and FDIC Corporate will take any and all actions reasonably requested by WMI, the

FDIC Receiver, and FDIC Corporate or JPMC to dismiss, with prejudice, the American National Litigation.

10. Bank Bondholder Claims.

Certain Bank Bondholders 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, (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. Certain of the claims of the Bank Bondholders assert that they are entitled to administrative priority or secured status. On January 22, 2010, as subsequently corrected, the Debtors filed an objection to the proofs of claim asserted by the Bank Bondholders on the grounds that, inter alia, the Bank Bondholders lack standing to assert such claims against the Debtors and that the asserted claims are otherwise insufficient as a matter of law. The Creditors' Committee subsequently filed a joinder to the Debtors' objection. On March 5, 2010, the Bank Bondholders filed responses to the Debtors' objections. The Debtors' reply brief was filed on March 26, 2010. On April 6, 2010, the Bankruptcy Court conducted an initial hearing to consider the Debtors' objection. At this hearing, although the Bankruptcy Court recognized that many of the asserted claims were derivative of claims that may be held by WMB, the Bankruptcy Court did not dismiss the Bank Bondholders' claims based on standing. The Debtors and the Bank Bondholders are currently discussing a proposed discovery schedule.

11. The Equity Committee Actions.

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 directors in accordance with Washington State law. On March 11, 2010, the Equity Committee filed a motion seeking judgment as a matter of law and specifically seeking an order requiring WMI to schedule an annual shareholders' meeting. In the alternative, the Equity Committee sought relief from the automatic stay to commence an action in Washington State. The Equity Committee's motion was opposed by the Debtors. At a hearing before the Bankruptcy Court on April 21, 2010, the Bankruptcy Court granted the Equity Committee's request for relief from the automatic stay. On April 26, 2010, the Equity Committee commenced an action against WMI in the Thurston County Superior Court in the State of Washington. On May 13, 2010, WMI removed the state court action to federal court, and 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 Bankruptcy Court for the District of Delaware. A hearing on WMI's motion to transfer venue is currently scheduled for June 11, 2010.

On April 26, 2010, the Equity Committee filed a motion for the appointment of an examiner pursuant to section 1104(c) of the Bankruptcy Code (the "Examiner Motion"). On May 4, 2010, the Debtors filed an objection to the Examiner Motion and objections were also filed by JPMC, the Creditors' Committee and by the WMI Noteholders Group. Responsive papers were also filed by the U.S. Trustee, the FDIC, and the Bank Bondholders, among others. At a hearing, held on May 5, 2010, the Bankruptcy Court denied the Examiner Motion and entered by order to this effect.

12. Motion to Convert to a Chapter 7 Liquidation or, in the Alternative, to Appoint a Trustee

On May 4, 2010, the WMI Noteholders Group filed a motion for an order pursuant to section 1112(b) of the Bankruptcy Code converting the Debtors' cases to a chapter 7 liquidation or, in the alternative, for an order pursuant to section 1104(a) of the Bankruptcy Code appointing a trustee to administer the Debtors' estates. The motion alleges that cause exists pursuant to section 1112(b) of the Bankruptcy Code to convert the cases and that creditors would be better served by a chapter 7 trustee rather than a debtor-in-possession. In the alternative, the motion seeks the appointment of a chapter 11 trustee. The Debtors believe the motion is wholly without merit and intend to vigorously oppose the motion. The Debtors intend to file an objection before the May 27, 2010 objection deadline.

13. Other Material Litigation

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 material pending litigation involving (i) the Debtors as parties and (ii) their assets, structures, or non-Debtor affiliates, which litigation may have a material impact on 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. Many others remain in the early stages of litigation and discovery; thus, it is difficult to predict the likelihood of liability or recovery. As such, the Debtors are unable to value such litigation at this time. 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.

On August 9, 1989, the Financial Institutions Reform, Recovery and Enforcement Act was enacted ("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 led them to take actions to replace the lost capital either by issuing new qualifying debt or equity securities or to reduce assets. A number of these institutions and their investors subsequently sued the United States Government seeking damages based on breach of contract and other theories (collectively, the "Goodwill Lawsuits"). To date, trials have been concluded and opinions have been issued in a number of Goodwill Lawsuits in the United States Court of Federal Claims.

(i) *American Savings Bank, F.A.* In December 1992, American Savings Bank, F.A. ("ASB"), Keystone Holdings, Inc. ("Keystone"), and certain related parties (the "American Savings Plaintiffs") filed suit against the United States Government, alleging, among other things, breach of contract as a result of the passage of FIRREA and its implementing regulations as related to their acquisition of ASB. Keystone and its subsidiaries were thereafter acquired by WMI and, WMI or its subsidiaries succeeded to all of the rights of ASB, Keystone, and the related parties in such litigation and will, as a result, receive any recovery from the litigation.

After many years of litigation, on December 18, 2006, the United States Court of Federal Claims entered a partial judgment against the United States in the approximate amount of $55 million (the "American Savings Judgment"). *See American Savings Bank, F.A. v. United States*, No. 92-872C, currently pending in the United States Court of Federal Claims (the "American Savings Litigation"). The judgment was appealed but ultimately affirmed by the United States Court of Appeals for the Federal Circuit on March 6, 2008. On September 12, 2008, over the Government's objection, the Federal Claims Court entered the American Savings Judgment as a partial final judgment in accordance with the Federal Circuit's affirming order.

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.

On January 6, 2009, the United States filed a motion for an order lifting the automatic stay to allow the Government to setoff the American Savings Judgment 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 American Savings Judgment be paid into the Bankruptcy Court's registry (the "Registry Funds"), until the proper recipient could be determined.

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 The Bank of New York.

(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™ (an "LTW") 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 LTWs are now, when exercisable, exchangeable for shares of WMI's common stock.

Prior to the Petition Date, the LTWs traded on the Nasdaq National Market under the symbol "DIMEZ." On October 30, 2008, WMI received a notice from Nasdaq delisting the LTWs and the LTWs ceased trading on November 6, 2008. WMI filed a Form 25-NSE with the SEC on November 14, 2008 which removed the LTWs from listing and registration on the Nasdaq.

In a series of decisions issued in 2002, the United States Court of Federal Claims concluded that FIRREA breached the government's supervisory goodwill contracts with Anchor. Thereafter, in a decision dated March 14, 2008, the United States Court of Federal Claims, 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 is entitled to the damage award relating to Anchor, rather than WMI.

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 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 LTWs, 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.

b. Broadbill Declaratory Judgment Action.

On April 12, 2010, Broadbill Investment Corp. commenced an adversary proceeding against WMI related to the Anchor Litigation, discussed above. Broadbill's complaint seeks several declaratory judgments by the Bankruptcy Court, including a ruling that the holders of the LTWs have allowed claims against WMI. The Debtors believe the causes of action in the complaint are wholly without merit and, on May 17, 2010, filed a motion to dismiss Broadbill's complaint.

c. Buus Litigation.

In *Buus, et. al. v. WaMu Pension Plan, et al*., No. 07-903 (W.D. Wa.), plaintiffs, representing a class of current and former WaMu Pension Plan (as defined below) participants, claim 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 are named defendants in the Buus litigation. On December 18, 2007, the United States District Court for the Western District of Washington (the "Buus Court") granted in part and denied in part the named defendants' motion to dismiss the amended complaint filed in the Buus litigation. Specifically, the Buus 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 Buus 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 Buus 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 at the direction of the Buus 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 its chapter 11 cases in connection with the Buus litigation.

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.

The Debtors, the Plan Administrative Committee, the WaMu Pension Plan, and the named plaintiffs in the Buus litigation have agreed to settle the Buus litigation.

Pursuant to the Global Settlement Agreement, JPMC will support and take such action as is reasonably requested by the Debtors to consummate any settlement of the Buus Litigation provided that such settlement does not impact the assets and liabilities associated with the WaMu Pension Plan in an amount greater than $20 million and JPMC will not be entitled to seek recovery under the Blended Policies, as defined below, with respect to claims arising from or relating to the Buus Litigation; 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. 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.

d. 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 grounds 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 have again moved to dismiss, and a decision is currently pending.

e. 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 United States District Court for the Western District of Washington. As a result of the November 28th motion, all of the federally filed cases were transferred to the United States District Court for the Western District of Washington (the "W.D. Washington District Court"), with the actions proceeding before Judge Marsha J. Pechman. 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)*, No. C08-566 MJP and *In re Washington Mutual, Inc. Derivative Litigation (Demand Futile)*, No. C07-1826 MJP (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. In a Minute Order issued on January 20, 2009, the Judge Pechman dismissed the Consolidated Federal Derivative Actions without prejudice for lack of standing to bring suit.

In connection with the securities claims asserted in the MDL, the plaintiffs filed proofs of claims in WMI's bankruptcy case. WMI objected to those proofs of claim 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 securities litigation plaintiffs agreed to a consensual resolution of that objection whereby the securities litigation plaintiffs would stipulate to the subordination of their claims consistent with section 510(b) of the Bankruptcy Code.

(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, and *Marra v. Washington Mutual, Inc., et al.*, No. C07-2076 (W.D. Wa. Filed Dec. 27, 2007), along with many other ERISA-based litigations, stemming from the same set of facts and allegations. As detailed above, all of those ERISA Actions have been consolidated into a single case, the Consolidated ERISA Litigation, proceeding as part of the MDL. In that Consolidated ERISA Litigation, plaintiffs filed a Consolidated Amended Complaint on August 5, 2008. After WMI filed for bankruptcy, on February 19, 2009, plaintiffs filed a Second Amended Complaint removing WMI as a defendant due to the automatic stay, while proceeding against the other defendants.

In the operative complaint, the Second Amended Complaint, the class period runs from October 19, 2005 to September 26, 2008. Plaintiffs assert six ERISA-based claims for breaches of fiduciary duty with respect to alleged imprudent investment in WMI stock by the WaMu Savings Plan. 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. Simultaneously, plaintiffs Bushansky, Ware, and Marra individually filed proofs of claim against WMI in the Bankruptcy Court, in addition to a class claim.

On October 5, 2009, Judge Marsha 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. Specifically, the district court dismissed Count One (failure to prudently and loyally manage the plan) as to the HRC, yet maintained the claim against the PIC. Count Two (failure to monitor fiduciaries) remains against the HRC. Count Three (duty to disclose information to co-fiduciaries) was dismissed in its entirety. Count Four (duty to provide complete and accurate information to plan participants and beneficiaries) remains against the PAC. Count Five (co-

fiduciary liability) was dismissed against all defendants except the HRC. And, Count Six (knowing participation in the breach), which had only been brought against JPMC, was dismissed when the court dismissed all counts against JPMC.

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 Committee Defendants moved for reconsideration of that portion of the order denying their motions to dismiss. On November 30, 2009, Judge Pechman denied the Committee 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 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, pursuant to the district court's scheduling order, dated November 25, 2009, all remaining defendants filed answers to the complaint. Discovery has commenced but has not yet been completed. A two-week trial was scheduled to commence on July 16, 2012. On April 20, 2010, however, the plaintiffs in the ERISA Action and certain current and former settling defendants, including WMI, entered into a memorandum of understanding outlining the terms of an agreement to settle the ERISA Litigation. The memorandum of understanding requires the named plaintiffs to use best efforts to file a motion in the W.D. Washington District Court seeking Judge Pechman's preliminary approval of the settlement by May 20, 2010, and requires WMI to use its best efforts to file a motion seeking Bankruptcy Court approval of the settlement by May 27, 2010. On May 14, 2010, Judge Pechman entered an order staying the ERISA Action to allow the parties to obtain requisite approvals of the settlement, including approval by the W.D. Washington District Court and the Bankruptcy Court.

(iii) *Consolidated Securities Litigation*. Prior to the commencement of these chapter 11 cases, certain securities class action claims (the "Securities Actions") were asserted against WMI and certain other defendants, which actions have been stayed as to WMI, as a result of the automatic stay. As described above, the Securities Actions are proceeding against defendants, other than WMI, in the aforementioned MDL. The lead securities case in the MDL, referred to above as the Consolidated Securities Litigation, is Lead Case No. C08-0387 (MJP). Additional related securities actions have been consolidated with the MDL securities proceeding to coordinate discovery.[10]

The Amended Consolidated Class Action Complaint in the Consolidated Securities Litigation asserts claims under the Securities Act of 1933 and the Securities Exchange Act of 1934, based upon alleged misstatements and omissions by WMI and certain of its former officers and directors regarding, among other things, the financial condition of WMI and WMB. Numerous underwriters and WMI's former auditor are also named as defendants in the MDL. Six claims are asserted in the consolidated class action complaint: Counts I-III are securities fraud claims under the 1934 Act (Section 10(b), Rule 10b-5 and 20(a)); and Counts IV-VI are securities claims under the 1933 Act (Sections 11, 12(a)(2) and 15).

[10] These actions are captioned *In re Washington Mutual, Inc. Cal. Sec. Litig.*, Lead Case No. C09-664 (MJP); *Sweet v. Killinger*, No. C09-1718 (MJP); and *Flaherty v. Killinger*, No. C09-1756 (MJP), respectively.

On October 27, 2009, Judge Pechman issued a decision in the Consolidated Securities Litigation regarding defendants' motions to dismiss the securities class action claims. On the 1934 Act claims (Counts I-III), the court granted in part and denied in part defendants' motions; however, the parts of the order granting dismissal are extremely narrow. Counts I-III therefore survived dismissal as to nearly all of plaintiffs' allegations and as to all individual defendants. In terms of the 1933 Act claims (Counts IV-VI), the court granted dismissal in part as to certain of the claims under Sections 11 and 12(a)(2) on the basis of plaintiffs' inability to establish standing; but most of the Sections 11 and 12(a)(2) claims will move forward, as will the Section 15 control person claim.

The activity on the MDL docket pertaining to the Consolidated Securities Litigation, since the October 27, 2009 decision, relates to scheduling and the coordination of class certification and related discovery among the parties. On April 30, 2010, plaintiffs filed their motion for class certification. The defendants' oppositions are due on June 22, 2010 and the plaintiffs' reply is due on August 4, 2010. Judge Pechman has set the hearing for the class certification motion for September 24, 2010. The close of fact discovery is scheduled for July 5, 2011, the close of expert discovery is set for November 4, 2011, and a five-week trial is scheduled to commence on June 4, 2012.

(iv) *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 WMI securities from and including April 15, 2003 through June 28, 2004 (the "South Ferry Class Period"). On November 15, 2004, Judge Coughenour of the W.D. 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 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 is stayed as to WMI due to WMI's September 26, 2008 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 Bankruptcy Court, in addition to a class claim. WMI objected to those proofs of claim 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 securities litigation plaintiffs agreed to a consensual resolution of that objection whereby the securities litigation plaintiffs would stipulate to the subordination of their claims consistent with section 510(b) of the Bankruptcy Code.

On March 15, 2010, South Ferry LP #2 withdrew as lead plaintiff. 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. Pursuant to Judge Coughenour's scheduling order dated December 22, 2009, a four week trial is scheduled to commence on February 6, 2012.

f. Cassese Litigation.

On July 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 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 have filed a motion to add a plaintiff to the case. These motions are all currently pending.

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) denied without prejudice to renew plaintiffs' motion to add a plaintiff; and (3) denied without prejudice to renew the motion to substitute JPMC or add it as a defendant.

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-Thru Claimants"), on their own behalf and on behalf of a class of persons and entities (the purported "Pass-Thru 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 of 1933, 15 U.S.C. § 77a, et seq. (the "Mortgage Pass-Thru Litigation"). Prior to the Petition Date, WMAAC pooled certain mortgage loans originated by WMB and securitized them into mortgage-backed securities. WMAAC then sold the mortgage-backed securities 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-Thru Litigation, the Mortgage Pass-Thru 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 WMACC shifted the undisclosed and increased risk of loss to purchasers of the certificates including the Mortgage Pass-Thru Claimants and the purported Pass-Thru Class.

The Mortgage Pass-Thru Claimants filed an amended complaint in the Mortgage Pass-Thru 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 United States District Court for the Western District of Washington. Concurrently, on January 12, 2009, Boilermakers National Annuity Trust Fund ("Boilermakers") filed a complaint in the United States District Court for the Western District of Washington, 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 United States District Court for the Western District of Washington 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, a fourth action was filed by Doral Banc Puerto Rico ("Doral Bank") on October 30, 2009, in the United States District Court for the Western District of Washington 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-Thru 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 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 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 of 1933.

On March 30, 2009, the Mortgage Pass-Thru Claimants filed a proof of claim against WMI in its chapter 11 cases in the approximate amount of $39.8 billion. The Debtors have objected to the 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-Thru 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. The proof of claim filed by the Mortgage Pass-Thru Claimants is disputed by the Debtors.

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.

h. Alexander and Reed Putative Class Action

On October 22, 2007, Robert Alexander and James Reed filed a putative class action lawsuit[11] 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.

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. Claimants allege that the premiums ceded to the reinsurer, WMMRC, were excessive for the risk assumed by WMMRC, that no reinsurance risk was in 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 court denied the motion to dismiss, but, upon reconsideration, granted certification to the United States Court of Appeals for the Third Circuit of the legal questions presented by the motion and resulting order. The court stayed the Pennsylvania Action pending resolution of an interlocutory appeal. Defendants in the Pennsylvania Action 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 FSB filed motions to dismiss the complaint for lack of subject matter jurisdiction. The FDIC Receiver argues that FIRREA prohibits the court from awarding the punitive and equitable relief the plaintiffs seek against it. FSB argues that the court does not have subject matter jurisdiction over plaintiffs' claims as to FSB because FSB played no role in the mortgage transactions. Additionally, the FDIC Receiver filed a motion to strike plaintiffs' class allegations because

[11] Mr. Alexander, along with other persons, had previously filed, on December 22, 2006, a putative class action lawsuit against WMI, WMB, FSB 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.

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 its chapter 11 case, purportedly based on the causes of action asserted in the Pennsylvania Action. 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 and the hearing is currently scheduled for June 3, 2010.

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, 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 its chapter 11 case in the approximate amount of $5 billion.

Pursuant to the Global Settlement Agreement, JPMC will 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 and Allowed Claim.

j. BKK-Related Claims

In the BKK Litigation, currently pending 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. 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. The CDTSC has filed a claim against the Debtors in a contingent, unliquidated amount 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. Therein, the CDTSC stated that it expects long term remediation costs to be no less than $600 million. The Debtors intend to oppose the CDTSC's claim.

A group of co-defendants in the BKK Litigation, also party to the consent decree, have also filed a contingent, unliquidated claim against the Debtors' estates related to the Debtors' alleged

BKK Litigation liabilities, to which the Debtors intend to object on, among other grounds, that WMB, not WMI, entered into the BKK consent decree.

k. Tranquility Claim.

On March 27, 2009, Tranquility Master Fund, Ltd. (the "Claimant" or "Tranquility") filed proof of claim number 2206 against WMI in its chapter 11 cases in the approximate amount of $49.6 million. Claimant 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. Claimant 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 Claimant alleged 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. Claimant 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 have objected to the proof of claim on the grounds that the Claimant failed to assert a claim against those securities issued pursuant to the private placement exemption, that the claimant failed to plead fraud with particularity, that the claims lack jurisdiction and should be dismissed, that the claim fails to establish that WMI was a controlling person or materially assisted in a securities violation, that the Claimant failed to allege loss causation, and that there were no underlying securities law violations of either federal or California law.

14. 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 Internal Revenue Service and the Department of Labor, commenced an investigation into the failure of WMB. WMI is cooperating with the government's investigation. To date, WMI has received several grand jury subpoenas and is producing documents responsive to those subpoenas. The government's investigation is pending and WMI does not know how much longer the investigation will continue or whether any charges will result against WMI or any individuals.

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 of 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 recently 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.

15. 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.

There is a litigation pending in connection with the WaMu Pension Plan as described in IV.D.13.b – "*Buus Litigation*" above.

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 of 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, which includes the payment to JPMC by WMI of $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.

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").

d. 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. Certain participants in the HFA Plans filed objections to such motion with the Bankruptcy Court, arguing that they have a direct interest in the HFA Trust assets. The participants have extensively briefed the issue and participated in multiple hearings with respect thereto. The Bankruptcy Court's decision on the motion currently is pending.

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.

e. Great Western, ASB, Providian, Dime, CCBI and Coast Federal 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 of 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 (2) non-qualified deferred compensation plans and one (1) 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 of 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 of 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 of 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 ware 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 (3) 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 (3) non-qualified deferred compensation plans and one (1) 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 (1) non-qualified deferred compensation plan and one (1) 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.

f. 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.

g. 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.

There is litigation pending in connection with the WaMu Savings Plan as described in Section IV.D.13.e. above.

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 of 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 does not transfer liability to JPMC for pending litigation related to the WaMu Savings Plan and each party has reserved its rights with respect to the question of liability for the pending 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.

16. Non-Debtor Subsidiaries.

As of the Petition Date, WMI had a number of direct and indirect subsidiaries. Throughout the pendency of these chapter 11 cases, WMI has been in the process of winding-down many of its non-debtor, non-banking subsidiaries. The non-debtor, non-banking subsidiaries, with material assets and operations are noted below:

a. WM Mortgage Reinsurance Company, Inc.

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.

Pursuant to each Reinsurance Agreement, WMMRC established a trust account with US Bank N.A. (collectively, the "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 December 31, 2009, the value of the six remaining Trust assets was estimated to be $460 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 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 Bank Receivership and the sale of substantially all of WMB's assets to JPMC, all of the Trusts are operating on a "run-off" basis because WMMRC has ceased to reinsure any new WMB-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 above in Section IV.D.13.h, WMMRC is a named party in the Pennsylvania Action.

b. Marion Insurance Company.

Marion, a Vermont corporation and non-debtor, wholly-owned subsidiary of WMI, is a captive reinsurance company, created to reinsure the risk associated with lender placed hazard insurance policies, accidental death and dismemberment and mortgage life insurance. Currently, Marion is party to only one reinsurance agreement with Safeco, which agreement is in "run-off," because Marion has ceased to reinsure any new risks undertaken by its affiliates. Pursuant to this agreement with Safeco, Marion continues to be subject to all terms and conditions of the agreement and remains liable on the reinsured loans until the natural expiration, cancellation or termination of coverage of each reinsured loan.

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 2010, Marion was successful in the commutation of three reinsurance agreements, 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 provided a dividend of the trust to WMI to ensure the successful wind-down of the Marion entity. The term of the trust expires on December 31, 2011, after which the remaining assets will revert, unrestricted, to WMI.

c. WaMu 1031 Exchange.

WaMu 1031 Exchange, Inc. 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-$400K in size. WaMu 1031 Exchange currently has no employees or offices and is undergoing a wind-down process. WaMu 1031 Exchange is involved in two pending litigations.

17. 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, 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 described above. 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, 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.

18. Tax Claims and Refunds.

As previously indicated, WMI and its direct and indirect subsidiaries (including WMB), are members of an affiliated group of corporations for U.S. federal income tax purposes, of which WMI is the common parent (previously referred to as the "Tax Group"), and have been filing a single consolidated federal income tax return. The Tax Group has also been filing consolidated, combined or unitary tax returns for various state and local tax purposes.

a. Tax Claims

Currently, there are Tax Claims totaling approximately $3.2 billion asserted against WMI's estate, of which approximately $2.29 billion are asserted as Priority Tax Claims. Three proofs of claims, filed by the U.S. Internal Revenue Service ("IRS"), the Franchise Tax Board of the State of California ("California"), and the Oregon Department of Revenue ("Oregon") account for approximately 99.5 % of the asserted Priority Tax Claims.[12]

On October 24, 2008, the 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. Prior to and since the filing of the objection, WMI has been diligently working to bring closure to the taxable years under examination by the IRS, with the objective of eliminating most of the claimed liability – particularly in view of the substantial NOLs incurred by the Tax Group in 2008, and since carried back five taxable years. As a result of WMI's continuing efforts, the IRS amended and reduced its proof of claim to $685,668,290, of which $55,027,997 is asserted as a secured claim, $591,284,561 is asserted as a priority claim, and $39,355,732 is asserted as a general unsecured claim. Meanwhile, discussions are continuing between WMI and the IRS with respect to such amounts. Significantly, pending the IRS's completion of the audit of the Tax Group's 2008 federal income tax return, the amounts claimed by the IRS do not take into account the substantial NOL carryback nor the offsetting of the substantial tax refund claimed with respect to the carryback years. Reflective of the continuing working relationship between the IRS and WMI, WMI has, pursuant to a stipulation and agreement with IRS, withdrawn without prejudice its objection to the IRS proof of claim and the IRS has withdrawn without prejudice its response to the objection. The Debtors anticipate that any amounts determined to be owing to the IRS will be paid from tax refunds that the IRS will owe to the Tax Group, as discussed below.

On March 26, 2009, California filed a proof of claim against WMI in its chapter 11 cases in the amount of $2,479,959,945, of which $138,980,870 is asserted as a secured claim, $1,689,148,149 is asserted as a priority claim, and $651,830,926 is 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. The FTB has agreed to amend its proof of claim to an amount no more than a proportionate basis of the IRS proof of claim to reflect the reduction of the IRS claim. As of the date of this Disclosure Statement, California's proof of claim totals $2,479,959,945. The Debtors anticipate that the final amounts determined to be owing 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. To date, negotiations with Oregon have been

[12] There is a fourth claim filed by the IRS, currently pending against the Debtors in the amount of $4,751,232,563, however, the Debtors believe that the IRS intended that this claim would be superseded by a subsequently filed, amended claim in the amount of $685,668,290, discussed further herein. WMI intends to object to the IRS's claim, in the amount of $4,751,232,563, on the grounds that it was amended and superseded. Accordingly, this claim is not included in the estimated Tax Claims referenced above.

unsuccessful. 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. On April 29, 2010, Oregon filed a response to the Debtors' objection and the Debtors intend to file a reply thereto.

The proofs of claims filed by all other state and local tax authorities total approximately $20,159,375, and are being reviewed and contested, as appropriate.

b. Tax Refunds

The Debtors believe that WMI is entitled to substantial tax refunds arising from the resolution of certain tax matters. In addition, the Debtors estimate that, as of December 31, 2008, the Tax Group incurred NOLs for federal income tax purposes in excess of $25 billion. The NOLs are valuable assets as they can be carried back against the federal taxable income of the Tax Group for prior years, allowing the Tax Group to reduce any federal income tax liabilities determined to be owing and to recover federal income taxes paid in those earlier years. Prior to enactment of the Worker, Homeownership, and Business Assistance Act (previously defined as the "Act") on November 9, 2009, corporate taxpayers could generally carry back NOLs only to the two preceding taxable years. The Act permits corporate taxpayers, subject to certain limitations, a one-time election to extend the NOL carryback period from two years to up to five years (with the fifth year limited to half of that year's taxable income). As permitted, WMI filed refund claims based on a five-year carryback of the Tax Group's 2008 NOL.

As indicated above, WMI believes that 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, including interest through a projected future date of receipt. Over 85% of this amount reflects the claimed federal income tax refunds, the majority of which are projected to be received within one year.

As discussed above, there are competing ownership claims to the Tax Refunds, which will be resolved pursuant to the Global Settlement Agreement.

19. Intellectual Property.

WMI has title to numerous forms of intellectual property, including, but not limited to, 1 issued patent, 5 patent applications, more than 1,300 domain names, and more than 300 domestic and international trademarks, including, but not limited to a family of Washington Mutual trademarks, including, the marks "WaMu," "Washington Mutual," and the "W Logo" (the "WaMu Marks"). On March 13, 2009, the Debtors filed a motion to retain Domain Assets LLC d/b/a Consor Intellectual Asset Management to perform a valuation of certain of their intellectual property assets, including the WaMu Marks. On October 7, 2009, the Debtors filed a motion to establish procedures for the sale of certain of their domain names and trademarks, excluding the WaMu Marks, which motion was opposed by JPMC due to the pending dispute between JPMC and the Debtors regarding the ownership of such intellectual property. Due to pending settlement discussions with JPMC, the Debtors adjourned consideration of their sale motion.

Pursuant to the Global Settlement Agreement, JPMC and the Debtors have reached agreement regarding their respective ownership rights to the above-described intellectual property.

Specifically, JPMC and the Debtors have agreed that the WMI Entities will transfer to JPMC all of their rights to certain intellectual property, defined as "Transferred Intellectual Property" in the Global Settlement Agreement, which include the WaMu Marks. JPMC and the Debtors have also agreed that all right, title and interest in and to the intellectual property identified in the Global Settlement Agreement as "WMB Intellectual Property" was acquired by JPMC pursuant to the Purchase and Assumption Agreement. Pursuant to the Global Settlement Agreement the WMI Entities have agreed to waive any and all claims to the WMB Intellectual Property and, to the extent applicable, be deemed to have transferred to JPMC or its designee any and all of the WMI Entities' rights in the Transferred Intellectual Property, the WMB Intellectual Property and the Unidentified Intellectual Property.

With respect the intellectual property identified as "WMI Intellectual Property," JPMC and the Debtors have agreed that all right, title and interest in and to such property was and remains assets of WMI and its estate and the JPMC Entities will waive all claims and rights to such property.

Finally, the parties have agreed that all of the WMI Entities' rights, if any, in and to trademarks, patents, domain names and copyrighted materials, that were used by WMB, or were available for WMB's use, prior to the Petition Date, but are not identified on the list of Transferred Intellectual Property, WMB Intellectual Property or WMI Intellectual Property set forth on the Global Settlement Agreement (and defined as the "Unidentified Intellectual Property" in the Global Settlement Agreement) will be deemed to have been transferred by the WMI Entities to JPMC or its designee pursuant to the Global Settlement Agreement. As of the date of this filing, the Debtors do not know of any intellectual property that fits into the category of "Unidentified Intellectual Property," and submit that the category is merely intended to be a catchall for any intellectual property that may have been inadvertently omitted from the Debtors' schedules.

20. Insurance.

a. Directors and Officers Liability Insurance/Blended Policy.

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"). By orders dated December 16, 2008 and May 4, 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 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.

V. SUMMARY OF THE PLAN

This section of the Disclosure Statement summarizes the Plan, a copy of which is annexed hereto as Exhibit A. This summary is qualified in its entirety by reference to the Plan.

A. Provisions For Payment Of Administrative Expense Claims And Priority Tax Claims Under The 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 order confirming the Plan, as the last day to file proof of Administrative Expense Claims (see definition of Administrative Claim Bar Date in the Plan), 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 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 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, and (ix) any fee or charge assessed against the Debtors' estates pursuant to section 1930, chapter 123, title 28, United States Code.

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 Plan.

2. Professional Compensation and Reimbursement Claims.

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 in the Plan, 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 be entitled to receive 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 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 13	Convenience Claims
Class 14	CCB-1 Guarantees Claims
Class 15	CCB-2 Guarantees Claims
Class 16	PIERS Claims
Class 17	Non-Subordinated Bank Bondholder Claims
Class 18	Subordinated Claims
Class 19	REIT Series
Class 20	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 Plan. Each holder of an Allowed Priority Non-Tax Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Plan. Each holder of an Allowed Senior Notes Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described below, each holder of an Allowed Senior Notes Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Senior Notes Claim and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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 (a) such holder's Allowed Senior Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim. In addition, in accordance with the Subordination Model attached to the Plan, 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 Postpetition Interest Claim redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code, except with respect to redistribution of Reorganized Common Stock to holders of Allowed Senior Notes Claims, which will have been specifically waived by such holders, as set forth below.

As set forth in the Plan, the Subordination Model is a model developed by A&M for the Debtors, a copy of which is attached to the Plan, 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; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code; provided, further that any disagreement with the priorities or distributions set forth in the Subordination Model shall be raised prior to, and decided at, the Confirmation Hearing, and all issues with respect to contractual subordination not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model.

a. Right of Election.

On the Ballot, each holder of an Allowed Senior Notes Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the Senior Notes Indenture Trustee; provided, however, that (a) each holder of an Allowed Senior Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims; (b) if all Allowed Senior Notes Claims and Postpetition Interest Claims on account of Allowed Senior Notes Claims are paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall not receive such stock and their election rights shall automatically be deemed cancelled; and (c) to the extent that all Allowed Senior Notes Claims and/or Postpetition Interest Claims on account of Allowed Senior Notes Claims are not paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall only be entitled to receive Reorganized Common Stock with an aggregate value equal to any unpaid portion of their Allowed Senior Notes Claims and Postpetition Interest Claims in accordance with the Subordination Model attached to the Plan; provided, however, that each holder of an Allowed Senior Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of (i) all Allowed Senior Notes Claims and Allowed General Unsecured Claims plus (ii) if such stock is being elected on account of Postpetition Interest Claims, all Postpetition Interest Claims in respect of Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a holder of an Allowed Senior Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed Senior Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any holder of an Allowed Senior Notes Claim to elect to exercise rights provided in this Section V.B.2.a on or before the Ballot Date shall constitute a deemed waiver and relinquishment of such rights by such holder as well as a deemed waiver and relinquishment by such holder to receive redistributions of Reorganized Common Stock (but not a waiver or relinquishment of rights with respect to Cash, Creditor Cash or Liquidating Trust Interests) pursuant to the enforcement of applicable contractual subordination provisions in accordance with the Subordination Model attached to the Plan. 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 Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Senior Notes Claim in accordance with the Plan, in the event that the sum of (i) distributions of Reorganized Common Stock (valued as of the Effective Date of the Plan), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the Plan and (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan, are equal to or in excess of one hundred percent (100%) of such holder's Allowed Senior Notes Claim and Postpetition Interest Claim, then 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 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 Plan.

3. Senior Subordinated Notes Claims (Class 3).

Class 3 is Impaired by the Plan. Each holder of an Allowed Senior Subordinated Notes Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described below and in the 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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided in the Plan), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed Senior Subordinated Notes Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to V.B.3.a), 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 Plan. In addition, in accordance with the Subordination Model, 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 Postpetition Interest Claim redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

a. Right of Election.

On the Ballot, each holder of an Allowed Senior Subordinated Notes Claim will be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the Senior Subordinated Notes Indenture Trustee; provided, however, that each holder of an Allowed Senior Subordinated Notes Claim may only elect to receive that percentage of Reorganized Common

Stock that equals such holder's Pro Rata Share of all Allowed Senior Subordinated Notes Claims. To the extent a holder of an Allowed Senior Subordinated Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed Senior Subordinated Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any holder of an Allowed Senior Subordinated Notes Claim to elect to exercise rights provided in the 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 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 the Plan, in the event that the sum of (i) distributions of Reorganized Common Stock (valued as of the Effective Date of the Plan), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the Plan, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan, and (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of the Plan are equal to or in excess of one hundred percent (100%) of such holder's Allowed Senior Subordinated Notes Claim and Postpetition Interest Claim, then 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 Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model.

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 Plan. Each holder of an Allowed WMI Medical Plan Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Plan and set forth in the Global Settlement Agreement, to the extent such Claim constitutes an Allowed JPMC Assumed Liability Claim.

Class 5 is Unimpaired by the Plan. Each holder of an Allowed JPMC Rabbi Trust/Policy Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, JPMC 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 Unimpaired by the Plan. Each holder of an Allowed Other Benefit Plan Claims is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Plan. Each holder of an Allowed Qualified Plan Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Unimpaired by the Plan. Each holder of an Allowed WMB Vendor Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Unimpaired by the Plan. Each holder of an Allowed Visa Shares Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Unimpaired by the Plan. Each holder of an Allowed Bond Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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 Unimpaired by the Plan. Each holder of an Allowed WMI Vendor Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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, CCB-2 Guarantees Claim, a PIERS Claim, a Non-Subordinated Bank Bondholder Claim, a Convenience Claim, a Subordinated Claim, or a Trustee Claim.

Class 12 is Impaired by the Plan. Each holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described in Section V.B.12.a 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 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 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 Reorganized Common Stock, pursuant to the 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached to the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

a. Rights of Election.

On the Ballot, each holder of an Allowed General Unsecured Claim who is a Qualified Holder shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed Senior Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan; provided, however, that each holder of an Allowed General Unsecured Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a Qualified Holder (i.e., a holder of an Allowed General Unsecured Claim who is (i) a qualified institutional buyer and (ii) holds Allowed General Unsecured Claims in an aggregate amount in excess of $4,000,000) elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed General Unsecured Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any Qualified Holder to elect to exercise rights provided in this Section V.B.12.a 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 Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed General Unsecured Claim in accordance with the Plan, in the event that the sum of the distributions of Reorganized Common Stock (valued as of

the Effective Date of the Plan), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the Plan are equal to or in excess of one hundred percent (100%) of such holder's Allowed General Unsecured Claim and Postpetition Interest Claim, then 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 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 Plan.

c. Allowed Claims of Fifty Thousand Dollars ($50,000.00) or More/Election to be Treated as a Convenience Claim.

Notwithstanding the provisions 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 the Plan hereof. Such election shall be deemed to be a vote in favor of the Plan and the releases set forth therein. 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. Convenience Claims (Class 13).

A Convenience Claim is a Claim that is 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 thereunder, "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 Non-Subordinated Bank Bondholder Claim, (xiii) a Subordinated Claim, (xiv) a Trustee Claim, and (xv) 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 Unimpaired by the Plan. Each holder of an Allowed Convenience Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the 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.

14. CCB-1 Guarantees Claims (Class 14).

Class 14 is Impaired by the Plan. Each holder of an Allowed CCB-1 Guarantees Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described in Section V.B.14.a 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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed CCB-1 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to Section V.B.14.a below) shall be redistributed in accordance with the priorities set forth in the Subordination Model attached to the Plan. In addition, in accordance with the Subordination Model, 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 Postpetition Interest Claim redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

a. Right of Election.

On the Ballot, each holder of an Allowed CCB-1 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the CCB-1 Trustee; provided, however, that each holder of an Allowed CCB-1 Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-1 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed CCB-1 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any holder of an Allowed CCB-1 Guarantees Claim to elect to exercise rights provided in this Section V.B.14.a 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 Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed CCB-1 Guarantees Claim in accordance with the Plan, in the event that the sum of (i) distributions of Reorganized Common Stock (valued as of the Effective Date of the Plan), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the Plan, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan, (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of the 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 Postpetition Interest Claim, then 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 Allowed Claims or Equity Interests or the Disbursing Agent for and on behalf of holders of Disputed Claims in accordance with the Subordination Model.

15. CCB-2 Guarantees Claims (Class 15).

Class 15 is Impaired by the Plan. Each holder of an Allowed CCB-2 Guarantees Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described in Section V.B.15.a 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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, any distribution to holders of Allowed CCB-2 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected Pursuant to Section V.B.15.a), shall be redistributed, 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 Plan. In addition, in accordance with the Subordination Model, 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 Postpetition Interest Claim redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior

Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

a. Right of Election.

On the Ballot, each holder of an Allowed CCB-2 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the CCB-2 Trustees; provided, however, that each holder of an Allowed CCB-2 Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-2 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date of the Plan), so that the ultimate recovery percentage for each holder of an Allowed CCB-2 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any holder of an Allowed CCB-2 Guarantees Claim to elect to exercise rights provided in this Section V.B.15.a 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 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 the Plan, in the event that the sum of (i) distributions of Reorganized Common Stock (valued as of the Effective Date of the Plan), Creditor Cash and Cash received on account Liquidating Trust Interests in accordance with the Plan, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the enforcement, pursuant to section 510(a) of the Bankruptcy Code, of contractual subordination provisions, as set forth in the Subordination Model attached to the Plan, (iii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of the 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 Postpetition Interest Claim, then 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 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 Plan.

16. PIERS Claims (Class 16).

Class 16 is Impaired by the Plan. Each holder of an Allowed PIERS Claim is entitled to vote to accept or reject the Plan.

Commencing on the Effective Date, and subject to the right of election described in Section V.B.16.a below, 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, shall have been 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, except as otherwise provided herein), subject to the lien or priority rights of the PIERS Trustee, such holder's Pro Rata Share of (i) Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), (ii) Creditor Cash and (iii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed PIERS Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that, notwithstanding the foregoing, the contractual subordination 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 distribution on account of the PIERS Common Securities of (i) Reorganized Common Stock, (ii) Creditor Cash and (iii) Cash on account of Liquidating Trust Interests shall be redistributed, subject to Bankruptcy Rule 3021 and subject to the lien and priority rights of the PIERS Trustee, to Entities who hold PIERS Preferred Securities, 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, any distribution to holders of Allowed PIERS Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock, shall be redistributed, 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 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

a. Right of 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 additional Creditor Cash, Cash on account of Liquidating Trust Interests, or Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), as the case may be, in lieu of some or all of the Reorganized Common Stock, Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the lien or priority rights of the PIERS Trustee; provided, however, that, to the extent that there is an imbalance between the amount of Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, and the number of Reorganized Common Stock shares elected by holders of Allowed PIERS Claims, either the Creditor Cash, Cash on account of Liquidating Trust Interests or Reorganized Common

Stock shares elected shall be reduced, on a Pro Rata Share basis, to each holder to eliminate such imbalance. The ultimate recovery percentage for each holder of an Allowed PIERS Claim shall be the same, regardless of whether a holder elects to receive more or less Reorganized Common Stock. Failure by any holder of an Allowed PIERS Claim to elect to exercise rights provided in this Section V.B.16.a 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 Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed PIERS Claim in accordance with the Plan, in the event that the sum of (i) distributions of Reorganized Common Stock (valued as of the Effective Date of the Plan), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with the Plan and (ii) redistributions of Cash received on account of Liquidating Trust Interests in accordance with the provisions of the Plan are equal to or in excess of one hundred percent (100%) of such holder's Allowed PIERS Claim and Postpetition Interest Claim, then 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 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 Plan.

c. Subscription Rights.

In addition to the foregoing, each holder of a PIERS Claim shall receive its Pro Rata Share of the PIERS Subscription Rights (i.e., the 4,000,000 Subscription Rights allocated to holders of PIERS Claims), to be exercised pursuant to the terms of the Rights Offering on the terms and conditions as set forth in the Plan. For more detailed information regarding the Rights Offering, see Section V.H. as well as the Plan.

Certain holders of Senior Notes Claims assert that the right of holders of PIERS Claims to receive such PIERS Subscription Rights without the corresponding requirement to redistribute such rights to the holders of Allowed Senior Notes Claims until such Allowed Senior Notes Claims and the Postpetition Interest Claims of holders of Senior Notes Claims are paid in full does not give effect to the subordination provisions in the applicable indentures.

17. Non-Subordinated Bank Bondholder Claims (Class 17).

Non-Subordinated Bank Bondholder Claims are those Bank Bondholder Claims (i.e., proofs of claim filed against the Debtors and their chapter 11 estates by holders of funded indebtedness against WMB, which are listed on Exhibit "B" to the Global Settlement Agreement), that are not subordinated in accordance with section 510(b) of the Bankruptcy Code.

Class 17 is Impaired by the Plan. The holders of the Non-Subordinated Bank Bondholder Claims are entitled to vote to accept or reject the Plan.

If Class 17 votes to accept the Plan (in accordance with the terms thereof), then, in full satisfaction, release and exchange of the Non-Subordinated Bank Bondholder Claims, the Non-Subordinated Bank Bondholder Claims shall be deemed Allowed Claims and each holder of a Non-

Subordinated Bank Bondholder Claim, shall receive such holder's Pro Rata Share of BB Liquidating Trust Interests (which interests, in the aggregate, represent a right to receive 5.357% of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, subject to a cap of One Hundred Fifty Million Dollars ($150,000,000.00) in the aggregate), subject to contractual subordination rights among the holders of Non-Subordinated Bank Bondholder Claims. If Class 17 votes to reject the Plan (in accordance with the terms thereof), the sole amount of reserve for distribution to the holders of Non-Subordinated Bank Bondholder Claims if, pursuant to a Final Order of the Bankruptcy Court, such Claims are determined to be Allowed Claims, shall be the BB Liquidating Trust Interests.

18. Subordinated Claims (Class 18).

Class 18 is Impaired by the Plan. Each holder of an Allowed Subordinated Claim is entitled to vote to accept or reject the 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, the Liquidating Trust Interests shall be redistributed, and holders of Allowed Subordinated Claims shall be 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.

a. Limitation on Recovery.

Notwithstanding anything contained in the Plan to the contrary, including, without limitation, the distributions to be made to a holder of an Allowed Subordinated Claim in accordance with the Plan, in the event that the sum of distributions of Cash received on account of Liquidating Trust Interests in accordance with the Plan are equal to or in excess of one hundred percent (100%) of such holder's Allowed Subordinated Claim and Postpetition Interest Claim, then 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 Plan.

19. REIT Series (Class 19).

Class 19 is Impaired by the Plan. Each holder of an Allowed REIT Series is entitled to vote to accept or reject the 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), the Liquidating Trust Interests shall be redistributed, and holders of the REIT Series shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared on a pari passu basis with holders of Preferred Equity Interests. In addition, and separate and distinct 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 in the Plan, on the Effective Date, JPMC shall pay or transfer to the Disbursing Agent for distribution to each holder of a REIT Series such holder's Pro Rata Share of (i) Fifty Million Dollars ($50,000,000.00) Cash or (ii) at the election of JPMC, shares of common stock of JPMC having a value as of the Effective Date in the amount of Fifty Million Dollars ($50,000,000.00).

a. Cancellation of REIT Series.

Notwithstanding this treatment pursuant to the 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, this section of the Plan will have no effect on, and shall not result in the extinguishment or cancellation of, the Trust Preferred Securities that are being transferred to JPMC pursuant to the Global Settlement Agreement.

20. Preferred Equity Interests (Class 20).

Class 20 is Impaired by the Plan. Each holder of an Allowed Preferred Equity Interest is entitled to vote to accept or reject the Plan.

In the event that all Allowed Claims and Postpetition Interest Claims in respect of Allowed Claims, the Liquidating Trust Interests shall be redistributed, and holders of Preferred Equity Interests shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared on a pari passu basis with holders of the REIT Series.

a. Cancellation of Preferred Equity Interests.

Notwithstanding this treatment pursuant to the Plan, on the Effective Date, all 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 Plan. Each holder of an Allowed Dime Warrants is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have rejected the Plan.

Holders of Dime Warrants shall receive no distribution under the 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 Plan. Each holder of an Allowed Equity Interest is not entitled to vote to accept or reject the Plan and shall be conclusively deemed to have rejected the Plan.

Holders of Common Equity Interests shall receive no distribution under the 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. <u>Provision For Treatment Of Disputed Claims</u>

1. Objections to Claims; Prosecution of Disputed Claims.

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 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 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.

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) and Liquidating Trust Interests, and 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 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, or (iii) such other amount as may be agreed upon by the holder of such Disputed Claim and the Liquidating Trustee. Any Creditor Cash and Liquidating Trust Interests 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 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 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.

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 have accrued on the amount of Cash 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 Cash and Liquidating Trust Interests previously retained but not distributed to a Disputed Claim holder shall be included in future calculations of Cash and Liquidating Trust Interests, respectively, to holders of Allowed Claims.

c. Tax Treatment of Retained Assets: The Liquidating Trustee shall treat any assets retained pursuant to the Plan as part of the Liquidating Trust Claims Reserve.

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 Plan, whether their Claims are Allowed on or after the Effective Date. In the event of any conflict between the terms of this Disclosure Statement, the Plan and the terms of the Liquidating Trust Agreement, the terms of the Plan shall govern. The Liquidating Trust Agreement may provide powers, duties, and authorities in addition to those explicitly stated in the 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 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 45.5 of the 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 Plan. In the event of any inconsistency between the Plan and the Liquidating Trust Agreement, the Liquidating Trust Agreement shall govern.

5. The Liquidating Trustee.

The Liquidating Trustee shall be William C. Kosturos and such additional trustee(s) as may be appointed by the Trust Advisory Board in accordance with applicable law. 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 circumstances shall the Liquidating Trustee be a director or officer with respect to any Entity over which the Liquidating Trust has control.

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, 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, (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.

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 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.

8. Transferability of Liquidating Trust Interests.

a. The Debtors shall cause the Liquidating Trust Interests to be transferable (either by book-entry or by certificate); provided, however, that, (i) if so certificated, the form of certificate, if applicable, shall carry a legend, in substance and form reasonably satisfactory to the Creditors' Committee and the Settlement Note Holders, setting forth that the interest in such certificate and the holder thereof as to such interest are governed by the terms and provisions of the Plan, and (ii) on or after February 14, 2011, if the Liquidating Trustee, with consent of the Trust Advisory Board and upon advice of counsel, determines that a class of Liquidating Trust Interests may be subject to registration pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, the Liquidating Trustee shall pursue relief from such registration by obtaining either an exemptive order, a no-action letter or an interpretive letter from the Securities and Exchange Commission or its staff or, absent its ability to achieve that objective or in lieu thereof, shall register such class pursuant to Section 12 of such statute (it being understood and agreed that the Liquidating Trustee shall be authorized, among other things, to register such class and to seek relief from one or more of the requirements then applicable subsequent to such registration and to de-register such class); and provided, further, that, notwithstanding the foregoing (1) the Liquidating Trustee may disregard any transfer of Liquidating Trust Interests if sufficient necessary information (as determined by the Liquidating Trustee), including applicable tax-related information, is not provided by such transferee to the Liquidating Trustee and (2) transfers to non-United States Entities will not be permitted unless either (a) a ruling has been obtained from the Internal Revenue Service or an opinion from the Liquidating Trustee's counsel (to the good faith satisfaction of the Liquidating Trustee) that stated interest income and any other income from tax refunds expected to be received or recognized by the Liquidating Trust are of a type and character that is eligible for exemption from U.S. withholding, or (b) the requirement in the preceding clause has been waived by the Liquidating Trustee (with the consent of the Trust Advisory Board).

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 is required to 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 Plan), except such amounts (i) as have been reserved on account of Disputed Claims, or are otherwise part of the Liquidating Trust Claims Reserve, in accordance with the Plan, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during liquidation, (iii) as are necessary to 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 (iv) 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 the Liquidating Trustee shall not be required to make a distribution pursuant to the Plan unless and until the aggregate, net amount of unrestricted Cash available for distribution (taking into account the above listed exclusions) is at least $25,000,000.00 or such lesser amount as the Liquidating Trustee determines would make distribution impracticable, in accordance with applicable law.

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.

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 to which WMI is a party, 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.

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 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 the 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, such Taxes shall 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.

c. Tax Withholdings by Liquidating Trustee. The Liquidating Trustee may withhold and pay to the appropriate Taxing 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 Taxing 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 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, holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Non-Subordinated Bank Bondholder Claims and REIT Series) will need 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. This identification requirement may, in certain cases, extend to holders 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, until such information is delivered; provided, however, 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 interest; 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.

d. Dissolution. The Liquidating Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, at such time as (i) all of the Liquidating Trust Assets have been distributed pursuant to the Plan and the Liquidating Trust Agreement, (ii) the Liquidating Trustee determines, in its sole discretion, that the administration of any remaining Liquidating Trust Assets is not likely to yield sufficient additional Liquidating Trust proceeds to justify further pursuit, or (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 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 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 Liquidation Trust, without limitation or waiver, and shall vest in the Liquidating Trustee (and any other individual the Liquidating Trustee 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 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 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 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, including, without limitation and by way of example, any Information Demands made in connection with (a) the investigation by the United States Attorney for the Western District of Washington, (b) the action entitled "Washington Mutual, Inc. Securities, Derivative and ERISA Litigation," Case No. 2:08-md-1919, and (c) other proceedings described more specifically in the Disclosure Statement. 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 may waive Privileges in the event and to the extent the Liquidating Trustee determines in good faith that doing so is in the best interests of the Liquidating

Trust and its beneficiaries. The Liquidating Trustee, 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 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 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, FDIC Receiver and/or JPMC, as the case may be, (y) allow the Liquidating Trustee, 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 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 in the Plan, 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 or Debtors in Possession 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.

F. Plan Provisions Governing Distributions

1. Time and Manner of Distributions.

Except as otherwise provided the Plan, 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: Within ten 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, as determined pursuant to the Plan. Such initial distributions of Creditor Cash will be subject to the waterfall provisions as more fully described in the Subordination Model attached to the Plan; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements,

Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

b. Allocation of Liquidating Trust Interests: Within ten business days after creation of the Liquidating Trust, the Disbursing Agent shall allocate, or cause to be allocated, to the Liquidating Trustee on behalf of holders of Disputed Claims, and 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, a Non-Subordinated Bank Bondholder Claim, and Postpetition Interest Claims in respect of the foregoing, such holder's share, if any, of Liquidating Trust Interests, as determined pursuant to the 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 the REIT Series and Preferred Equity Interests, as set forth in the Plan.

c. Distribution of Cash to Holders of Certain Other Claims: Except as otherwise provided in the 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 Plan.

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 the 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.

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.

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).

5. Delivery of Distributions.

Subject to the provisions of Rule 9010 of the Bankruptcy Rules, and except as provided in the 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 Bankruptcy 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 paid by the Disbursing Agent for the benefit of holders of Senior Notes Claims, Senior Subordinated Notes Claims, CCB-1 Guarantees Claims, CCB-2 Guarantees Claims, PIERS Claims, and REIT Series shall be made to the appropriate Trustee 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 shall, in turn, administer the initial distributions to the holders of Allowed Claims in accordance with the Plan and the applicable indentures. 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 Bankruptcy Court. The Trustees shall only be required to make distributions in accordance with the terms of the Plan and shall have no liability for actions taken in accordance with the Plan or in reliance upon information provided to the Trustees in accordance with the Plan, except for liabilities resulting form their own gross negligence of willful misconduct. Subsequent distributions to holders of Senior Notes Claims, Senior Subordinated Notes Claims, CCB-1 Guarantees Claims, CCB-2 Guarantees Claims, PIERS Claims, and REIT Series on account of Liquidating Trust Interests (or such holders' transferees) that have identified themselves to the Liquidating Trustee will be the responsibility of the Liquidating Trustee as Disbursing Agent. The Liquidating Trustee, with the consent of the applicable Trustee(s) not to be unreasonably withheld, may engage a special paying agent to assist with subsequent distributions in respect of Liquidating Trust Interests. Notwithstanding the foregoing, all distributions are subject to the Lien and priority rights of the Trustees.

6. Undeliverable Distribution.

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 Plan shall require the Disbursing Agent to attempt to locate any holder of an Allowed Claim or Equity Interest.

b. Failure to Claim Undeliverable Distributions: On or about the first (1st) anniversary of the Effective Date, the Disbursing Agent shall file a list with the Bankruptcy Court setting forth the names of those Entities for which distributions have been made hereunder that 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 assert its rights pursuant to the Plan to receive a distribution within two (2) years from and after the Effective Date 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, or their respective property. In such case, any consideration held for distribution on account of such Claim or Equity Interest shall revert to the Disbursing Agent for redistribution to holders of Allowed Claims or Equity Interests in accordance with the terms and provisions hereof.

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 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 hundred eighty (180) days, 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 hereof.

9. Distributions After Effective Date.

Distributions made after the Effective Date to holders of Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made in accordance with the terms and provisions of the Plan.

10. Setoffs.

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 in the Plan 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 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. Certain Trustee Fees and Expenses.

In the event that the Debtors and the Creditors' Committee agree, in their joint and absolute discretion, as to the Trustee Claims (as defined in the Plan) incurred during the period from the Petition Date up to and including the Effective Date, such Trustee Claims shall be paid in Cash by the Disbursing Agent on the Effective Date, without the need for the Trustees to file an application for allowance thereof with the Bankruptcy Court: provided, however, that each member of the Creditors' Committee shall not participate in the Creditors' Committee vote regarding the reasonableness of its own fees and expenses. In the event that either the Debtors or the Creditors' Committee disagree with a Trustee as to the reasonableness of all or a portion of the fees and expenses requested by such Trustee, such Trustee may, at its sole discretion, request that the Bankruptcy Court (i) determine the reasonableness and allowance of such contested amounts and (ii) direct the Disbursing Agent to pay such additional amounts determined to be reasonable, if any, and the Debtors, Creditors' Committee, and any other Creditor or party in interest may object thereto. With respect to any undisputed portion of such Trustee's fees and expenses, such claims shall be deemed Allowed Claims and the Debtors shall direct the Disbursing Agent to pay such undisputed fees and expenses to the Trustee on the Effective Date. To the extent that the Disbursing Agent fails to pay any Trustee Claim in full, whether as a result of the Creditors' Committee's or the Debtors' objection as to reasonableness, the Bankruptcy Court's determination as to reasonableness, 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 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, satisfy the Trustee Distribution Expenses (i.e., defined in the Plan as the reasonable, direct, out-of-pocket costs and expenses incurred by the Trustees in connection with making distributions pursuant to the Plan); provided, however, that, under no circumstance shall the Disbursing Agent shall 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.

13. Distribution Record Date.

For purposes of distributions, on the Distribution Record Date (i.e., the date 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), 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.

G. Means Of Implementation Of The Plan

1. Incorporation and Enforcement of the Global 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.

2. Intercompany Claims.

Intercompany Claims will 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.

3. Merger/Dissolution/Consolidation.

On or as of the Effective Date or as soon as practicable thereafter, and without the need for any further action, the Reorganized Debtors may, in their sole and absolute discretion, (i) cause either or both of the Reorganized Debtors to be merged, dissolved, or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized Debtors, or (iii) engage in any other transaction in furtherance of the Plan. The Debtors currently contemplate that WMI shall reincorporate from the State of Washington to the State of Delaware by way of merger: see Article V.O.2 below.

4. Cancellation of Existing Securities and Agreements.

Except as provided in the Plan, 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 Plan, any document, agreement, or instrument evidencing any Claim or Equity Interest shall be deemed automatically cancelled and terminated without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtors under such documents, agreements, or instruments evidencing such Claims and Equity Interests shall be discharged; provided, however, that the Indentures and Guarantee Agreements shall continue in effect for the purposes of (i) allowing the Trustees to make distributions pursuant to the Plan and to perform such other necessary functions with respect thereto and (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 and (iii) effectuating the applicable subordination provisions of such documents, (iv) enabling the noteholders to receive distributions and (v) enabling the Trustees to make applications in accordance with the Plan; and, provided, further, that, except as otherwise provided in the Plan, nothing in the 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 (as defined in the Plan) 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 the Plan.

5. Claims of Subordination.

Except as specifically provided in the 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 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 rights, will be terminated and discharged in the manner provided in the Plan, and all such Claims, Equity Interests and rights so based, and all such contractual, equitable and legal subordination 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 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 rights, so that, notwithstanding any such contractual, equitable or legal subordination rights, each holder of a Claim or Equity Interest shall have and receive the benefit of the rights and distributions set forth in the Plan.

6. Surrender of Instruments.

Except to the extent evidenced by electronic entry, as a condition of receiving any distribution under 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 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 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.

7. Issuance of Reorganized Common Stock and Additional Common Stock.

The issuance by Reorganized WMI of the Reorganized Common Stock and Additional Common Stock on the Effective Date is authorized by the Plan 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 Plan of the Reorganized Common Stock, the Additional Common Stock, and the Subscription Rights will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder: see Article VII for a full discussion below.

9. Hart-Scott-Rodino Compliance.

Any shares of Reorganized Common Stock or Additional 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.

10. Fractional Stock or Other Distributions.

Notwithstanding anything to the contrary contained in the Plan, no fractional shares of Reorganized Common Stock or Additional 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. Fractional shares of stock shall be rounded down to the nearest whole unit. No Cash will be paid in lieu of such fractional shares of stock or dollars.

H. Rights Offering

1. Issuance of Subscription Rights.

Pursuant to the Plan, each holder of an Allowed PIERS Claim shall receive certain Subscription Rights (as set forth therein), entitling such holder to purchase its Pro Rata Share of Additional Common Stock, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars ($2,000,000). The Additional Common Stock shall be issued on the Effective Date or as soon thereafter as is practicable. Each eligible holder of Subscription Rights shall have the right, but not the obligation, to participate in the Rights Offering as provided in the Plan, and shall be entitled to exercise all or any portion of such eligible holder's Subscription Rights in order to acquire Additional Common Stock. Pursuant to the Rights Offering, an aggregate number of shares of Additional Common Stock having a value of One Hundred Million Dollars ($100,000,000.00) shall be available for purchase by all eligible holders of Subscription Rights.

2. Subscription Period.

The Rights Offering shall commence on the date Ballots and Subscription Forms are mailed to Voting Nominees on behalf of holders of Allowed PIERS Claims. On or prior to the Subscription Expiration Date, each bank, broker, or other voting nominee of each holder of Subscription Rights (each, a "Voting Nominee"),[13] on behalf of each respective holder of Subscription Rights intending and eligible to participate in the Rights Offering, must affirmatively communicate to the Rights Offering Agent such holder's election to exercise Subscription Rights.

3. Subscription Purchase Price.

Each Voting Nominee, on behalf of each respective holder of Subscription Rights intending to participate in the Rights Offering, shall be required to pay, by no later than one (1) business day after the Subscription Expiration Date, the Subscription Purchase Price (i.e., $25 per share) for each share of Additional Common Stock elected by such holder, in accordance with the Plan.

[13] The indenture trustees, in their capacities as such, will not be Voting Nominees.

4. Value of Subscription Rights.

By order dated May 5, 2010, the Debtors retained Blackstone as their financial advisor with respect to, among other things, the estimated value of the Subscription Rights. Blackstone's valuation is annexed hereto as Exhibit D.

5. Exercise of Subscription Rights.

In order to exercise Subscription Rights, each holder thereof must (i) be a holder of an Allowed PIERS Claim as of the Rights Offering Record Date, (ii) be entitled, based upon its Pro Rata Share of Subscription Rights, to subscribe for shares of Additional Common Stock having an aggregate purchase price of at least Two Million Dollars ($2,000,000), (iii) make the election to exercise all or a portion of such rights on the Subscription Form, in a specified amount, (iv) return such Subscription Form to such holder's Voting Nominee for electronic transmission to the Rights Offering Agent, so that such information is actually received by the Rights Offering Agent on or before the Subscription Expiration Date, and (v) pay to the Voting Nominee an amount equal to the Subscription Purchase Price multiplied by the number of shares of Additional Common Stock such holder is electing to purchase, so that the Voting Nominee can forward such funds to the Debtors, so that the funds are received by the Debtors no later than one (1) business day after the Subscription Expiration Date. If the Rights Offering Agent and/or the Debtors for any reason do not timely receive from a Voting Nominee, on behalf of a given holder of Subscription Rights (i) information regarding such holder's election to exercise its Subscription Rights and (ii) immediately available funds as set forth above, such holder shall be deemed to have relinquished and waived its right to participate in the Rights Offering. The payments made in accordance with the Rights Offering shall be deposited and held by the Debtors in the Rights Offering Trust Account. The Rights Offering Trust Account will be a segregated account, maintained by the Debtors exclusively for the purpose of administration of the Rights Offering until the Effective Date or such other later date, at the option of the Reorganized Debtors. The Debtors shall not use such funds for any other purpose and shall not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

6. General Procedures Governing Exercise of Subscription Rights.

Each eligible holder of Subscription Rights as of the Rights Offering Record Date may exercise all or any portion of such holder's Subscription Rights pursuant to the Subscription Form; provided, however, that such holder must be eligible to purchase at least the minimum amount prescribed above. The valid exercise of Subscription Rights shall be irrevocable. In order to facilitate the exercise of the Subscription Rights, on the date of commencement of the Rights Offering, the Debtors will mail a Subscription Form to each Voting Nominee on behalf of holders of Subscription Rights as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as the case may be, as well as instructions for payment. The Debtors may adopt such additional detailed procedures consistent with the provisions of the Plan to more efficiently administer the exercise of the Subscription Rights.

7. Oversubscription.

Each eligible holder of Subscription Rights that exercises its Subscription Rights in full will also have an over-subscription right to purchase any shares of Additional Common Stock not purchased by other eligible holders of Subscription Rights pursuant to the Rights Offering, at the Subscription Purchase Price. Holders of Subscription Rights may exercise such over-subscription right only if such holders were eligible to and exercised their initial Subscription Rights in full. If holders of Subscription Rights exercise their over-subscription right for more shares of Additional Common Stock

than are available to be purchased pursuant to the over-subscription right, the Debtors will allocate the shares of Additional Common Stock pro rata among those over-subscribing holders.

8. Distribution of the Additional Common Stock.

On the Effective Date, or as soon as reasonably practicable thereafter, the Rights Offering Agent shall facilitate the distribution of the Additional Common Stock purchased pursuant to the Rights Offering.

9. No Interest.

No interest shall be paid to Entities exercising Subscription Rights on account of amounts paid in connection with such exercise.

10. Disputes/Defects Regarding Exercise of Subscription Rights.

All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors, whose good-faith determinations shall be final and binding. The Debtors, in their reasonable discretion, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. Elections on Subscription Forms shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in their reasonable discretion. The Debtors will use commercially reasonable efforts to give notice to any Voting Nominee or holder of Subscription Rights regarding any defect or irregularity in connection with any purported exercise of Subscription Rights, and may permit such defect or irregularity to be cured within such time as the Debtors may determine in good faith to be appropriate; provided, however, that neither the Debtors nor the Disbursing Agent nor the Rights Offering Agent shall incur any liability for failure to give such notification.

11. Return of Unused Funds.

To the extent that any portion of the amount paid to the Rights Offering Agent by a Voting Nominee on behalf of a holder of Subscription Rights on account of the Rights Offering is not used to purchase Additional Common Stock, the Debtors or the Reorganized Debtors, as the case may be, will return such ratable portion to the Voting Nominee on behalf of the applicable holder within ten (10) business days of a determination that such funds will not be used. In addition, if the Rights Offering is cancelled or otherwise has not been consummated by the Rights Offering Expiration Date (i.e., the date that is six (6) months from the date of the Effective Date of the Plan), the Debtors or the Reorganized Debtors, as the case may be, will return any payments made pursuant to the Rights Offering to the Voting Nominee on behalf of each applicable holder of Subscription Rights within ten (10) business days thereafter.

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 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 Debtors or the Reorganized Debtors, as the case may be, 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 the Plan.

b. Dissolution of the Equity Committee: On the first (1st) Business Day following the Effective Date, 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.

I. 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 any 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 notice of any executory contract and unexpired lease to be rejected or assumed or assumed and assigned through the operation of the Plan by including schedules of such contracts and leases in the Plan Supplement. 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 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 Plan or the Global Settlement Agreement.

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.

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 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 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 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 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.

6. Indemnification and Reimbursement Obligations.

For purposes of the Plan, (i) 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 36.5 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.

7. Termination of Benefit Plans.

Notwithstanding anything contained in the Plan to the contrary, the Debtors 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 in their sole discretion; provided, however, that, until the transfer or termination of any Benefit Plan, the Debtors 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 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 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 Section 2.14 of the Global Settlement Agreement.

J. 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 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.

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.

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.

K. Conditions Precedent to Effective Date of the Plan

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):

(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 Plan;

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

(iv) confirming and giving effect to the terms and provisions of the Plan, including the releases in the 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 Plan have been duly satisfied and met by the Debtors and the Plan;

(vii) approving the documents in the Plan Supplement;

(viii) 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;

(ix) determining that the compromises and settlements set forth in the Global Settlement Agreement and the 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.

b. Form of Orders: The Confirmation Order and the Plan each is in form and substance satisfactory to the Debtors, the Creditors' Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders.

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, and (ii) the releases and injunctions set forth in the Plan.

2. Waiver of Conditions Precedent to Confirmation.

To the extent practicable and legally permissible, each of the conditions precedent in the Plan may be waived, in whole or in part, by the Debtors, subject to the approval of the Creditors' Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders. 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 JPMC Entities, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders.

L. Conditions Precedent to Effective Date of the Plan

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 Global Settlement Agreement Conditions: The satisfaction of the "Conditions to Effective Date" set forth in Sections 7.2(a), (b), (c) and (e) of the Global Settlement Agreement.

b. Entry of the Confirmation Order: The clerk of the Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably satisfactory to the Debtors, the Creditors' Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate, and the Settlement Note Holders 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.

2. Waiver of Conditions Precedent.

To the extent practicable and legally permissible, each of the conditions precedent to the effectiveness of the Plan may be waived, in whole or in part, by the Debtors, subject to the approval of the Creditors' Committee, the JPMC Entities, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders. 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 JPMC Entities, the Settlement Note Holders, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders.

M. 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:

1. 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;

2. 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;

3. 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;

4. to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;

5. 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;

6. 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;

7. to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

8. 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;

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

10. 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;

11. 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;

12. to determine any other matter that may arise in connection with or that is related to the 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;

13. 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);

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

15. 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).

N. Modification, Revocation, or Withdrawal of the Plan

1. Modification of Plan.

The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules 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 JPMC Entities, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders; 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 set forth in 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, 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.

2. Revocation or Withdrawal.

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

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 in the 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, 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.

4. No Admission of Liability.

a. The submission of the 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 Plan.

b. None of the Plan (including, without limitation, the Exhibits thereto), or any settlement entered, act performed or document executed in connection with the 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 Plan or any settlement entered, act performed or document executed in connection with the Plan shall be admissible in any proceeding for any purposes, except to carry out the terms of the Plan, and except that, once confirmed, any Entity may file the 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.

O. Corporate Governance and Management of the Reorganized Debtors

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 Reorganized Common Stock, the Additional Common Stock, and the Subscription Rights, 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, 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 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 in the Plan, 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.

Prior to the Effective Date, WMI shall reincorporate from the State of Washington to the State of Delaware. The Debtors currently contemplate that WMI shall reincorporation shall be by way of merger.

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 satisfactory to the Settlement Note Holders and reasonably satisfactory to the Creditors' Committee. 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 boards of directors of each of the Reorganized Debtors shall each consist of seven (7) persons and will be comprised as follows: (i) the chief executive officer of Reorganized WMI and (ii) six (6) individuals selected by the Creditors' Committee; provided, however, that the first annual election of the boards of directors shall take place within six (6) months after the Effective Date. 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 Creditors' Committee shall choose such 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.

The board of directors of the Reorganized Debtors shall elect officers of the Reorganized Debtors as of or after the Effective Date.

6. Registration Rights Agreement.

If the Debtors and the Creditors' Committee determine that it is legally required to enable certain significant holders of stock of Reorganized WMI to resell their shares publicly, there will be a registration rights agreement (the "Registration Rights Agreement") containing customary terms and conditions to be agreed upon by the Debtors and the Creditors' Committee and the form thereof will be filed as part of the Plan Supplement.

7. Shareholders' Agreement.

Reorganized WMI and its shareholders (and their shares of Reorganized Common Stock and Additional Common Stock) shall be subject to, and bound by, a shareholders' agreement, which shall in form and substance be reasonably satisfactory to the Settlement Note Holders and the Creditors' Committee.

P. Miscellaneous Provisions

1. Title to Assets.

Except as otherwise provided by the Plan and the Global Settlement Agreement on the Effective Date, title to all assets and properties encompassed by the Plan shall vest in the Reorganized Debtors, 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.

2. Discharge and Release of Claims and Termination of Equity Interests.

a. Except as expressly provided in 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 the Plan or the Confirmation Order, all Entities shall be precluded from asserting against any and each of the Released Parties, 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 Released Parties, 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 the Plan shall be and hereby is deemed to release and forever waive and discharge as against each and any of the Released Parties, and their respective assets, property and estates, all such Claims and Equity Interests. For the avoidance of doubt, nothing in the Plan or Global Settlement Agreement is intended to release WMI Rainier from claims asserted against WMI Rainier and its assets relating to the BKK Litigation.

c. 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 and their respective estates and Related Persons 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 estates, or their respective Related Persons or (ii) were or could have been brought in any of the Related Actions.

3. Injunction on Claims.

Except as otherwise expressly provided in the Plan, the Confirmation Order or such other order of the Bankruptcy Court that may be applicable, all Entities, and each Related Person of such Entities, who have held, hold or may hold Claims or any other debt or liability that is discharged or Equity Interests or other right of equity interest that is terminated or cancelled pursuant to the Plan or the Global Settlement Agreement or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to the Plan, respectively, 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 or Equity Interest that is terminated or cancelled pursuant to the Plan against any of the Released Parties or any of their respective assets, property or estates, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets, property or estates, (c) creating, perfecting, or enforcing any encumbrance of any kind against any of the Released Parties or any of their respective assets, property or estates, and (d) except to the extent provided, permitted or preserved by sections 553, 555, 556, 559 or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets, property or estates, with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan; 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 from any of the Released Parties or any of their respective assets, property or estates, with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including, 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 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 Plan 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 the Plan.

5. Released Claims.

Collectively, to the extent provided in the Global Settlement Agreement and the Plan, the term "Released Claims," as used in the Plan, means (a) any and all WMI Released Claims, JPMC Released Claims, FDIC Released Claims, Settlement Note Released Claims and Creditors' Committee Released Claims, in each case to the extent provided and defined in the Global Settlement Agreement and

(b) any and all Claims released or deemed to be released pursuant to the Plan, in each case pursuant to clauses (a) and (b) above, to the extent any such Claims arise in, relate to or have been or could have been asserted (i) in the Chapter 11 Cases, the Receivership or the Related Actions, (ii) that otherwise arise from or relate to any act, omission, event or circumstance relating to any WMI Entity, or any current or former subsidiary of any WMI Entity, or (iii) that otherwise arise from or relate to the Receivership, the Purchase and Assumption Agreement, the Chapter 11 Cases, the 363 Sale and Settlement as defined in the Global Settlement Agreement, the Plan and the negotiations and compromises set forth in the Global Agreement and the Plan, excluding however, in the case of clauses (a) and (b) hereof, and subject to the provisions of Section 3.8 of the Global Settlement Agreement, 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 will continue to be governed by the Purchase and Assumption Agreement, and any and all claims held by entities against WMB, FDIC Corporate, and/or FDIC Receiver in the Receivership; provided, however that "Released Claims" shall not include any avoidance action or claim objection regarding an Excluded Party (as defined in the Plan) or the WMI Entities, WMB, each of the Debtors' estates, the Reorganized Debtors and their respective Related Persons (as defined in the Plan).

6. Releases by the Debtors.

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, and each of its respective Related Persons, and on behalf of the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Beneficiaries and the Disbursing Agent, and each of their respective 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 and each of their respective Related Persons, from any and all Claims or Causes of Action that the Debtors, the Reorganized Debtors, the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Beneficiaries, and the Disbursing Agent, and their respective Related Persons, 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 or any of their respective Related Persons 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, the Affiliated Banks, or any of their respective Related Persons, 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.

7. Releases by Holders of Claims and Equity Interests.

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 Entity that has held, currently holds or may hold a Released Claim or any Equity Interest that is terminated, and each of its respective Related Persons, on their own behalf and on behalf of anyone claiming through them, on their behalf, or for their benefit, shall be deemed to have and hereby does irrevocably and unconditionally, fully, finally and forever waive, release, acquit and discharge each and all of the Released Parties from any and all Released Claims in connection with or related to any of the Debtors, the Reorganized Debtors, the Affiliated Banks, or their respective subsidiaries, assets, liabilities, operations, property or estates, the Chapter 11 Cases or the Plan or the Disclosure Statement, the assets to be received by JPMC pursuant to the Global Settlement Agreement, the Plan Contribution Assets, the Debtors'

Claims, the JPMC Claims, the FDIC Claim, the Purchase and Assumption Agreement, the WMI/WMB Intercompany Claims, any intercompany claims on the books of WMI or WMB related to the WaMu Pension Plan or the Lakeview Plan, claims related in any way to the Trust Preferred Securities (including, without limitation, the creation of the Trust Preferred Securities, the financing associated therewith, the requested assignment of the Trust Preferred Securities by the Office of Thrift Supervision and the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto), and/or any claim, act, fact, transaction, occurrence, statement, or omission in connection with or alleged in the Actions or in the Texas Litigation, or that could have been alleged in respect of the foregoing or other similar proceeding, including, without limitation, any such claim demand, right, liability, or cause of action for indemnification, contribution or any other basis in law or equity for damages, costs or fees incurred by the releasors in the Plan arising directly or indirectly from or otherwise relating thereto; **provided, however, that each Entity that has submitted a Ballot may elect, by checking the appropriate box on its Ballot, not to grant the releases set forth in the Plan with respect to those Released Parties other than (i) the Debtors, (ii) the Reorganized Debtors, (iii) the Trustees under the Indentures and Guarantee Agreements, and (iv) the Creditors' Committee and its members in such capacity and for their actions as members, their respective Related Persons, and their respective predecessors, successors and assigns (whether by operation of law or otherwise), in which case, such Entity that so elects to not grant the releases will not receive a distribution hereunder; and provided, further that, because the Plan and the Global Settlement Agreement, and the financial contributions contained therein, are conditioned upon the aforementioned releases and, as such, these releases are essential for the successful reorganization of the Debtors, pursuant to the Confirmation Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan.**

8. Injunction Related to Releases.

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

9. Exculpation.

The Released Parties and the members of the Plan Administration Committee and Plan Investment Committee of the WaMu Savings Plan shall not have or incur any liability to any Entity for any act taken or omitted to be taken in connection with the Chapter 11 Cases (including any actions taken

by the Creditors' Committee after the Effective Date), the formulation, preparation, dissemination, implementation, confirmation or approval of the Plan or any compromises or settlements contained therein, the Disclosure Statement related thereto, the Global Settlement Agreement, or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan and the Global Settlement Agreement; provided, however, that this provision of the 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. Any of the foregoing parties in all respects shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

10. Bar Order.

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, as provided for in the Global Settlement 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).

11. Deemed Consent.

By submitting a Ballot and receiving a distribution under or any benefit pursuant to the Plan and not electing to withhold consent to the releases of the applicable Released Parties set forth in 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 the Plan.

12. No Waiver.

Notwithstanding anything to the contrary contained in the 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, FDIC Corporate, or the Settlement Note Holders to enforce, sue on, settle or compromise the rights, claims and other matters expressly retained by any of them.

13. Supplemental Injunction.

Notwithstanding anything contained in the Plan to the contrary, 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.

14. 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 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.

15. 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 paid on the Effective Date or thereafter as and when they become due or otherwise pursuant to an agreement between the Reorganized 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 Plan.

16. 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.

17. Exemption from Transfer Taxes.

Pursuant to section 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 Reorganized Common Stock, the Additional Common Stock, the Subscription Rights, 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.

18. Withdrawal of Equity Committee Proceedings.

On the Effective Date of the Plan, the Equity Committee Adversary Proceeding and, to the extent it has been transferred to the Bankruptcy Court, 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.

19. Payment of Fees and Expenses of Certain Creditors.

Within ten (10) Business Days of receiving a detailed invoice with respect thereto, but in no event more than ninety (90) days after the Effective Date, the Disbursing Agent shall pay all reasonable fees and expenses incurred by (i) Fried, Frank, Harris, Shriver & Jacobson LLP, (ii) Blank Rome LLP, (iii) White & Case LLP, (iv) Kasowitz, Bensen, Torres & Friedman LLP, and (v) Zolfo Cooper on behalf of certain Creditors who hold claims against the Debtors, 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 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), without the need for any of these professionals to file an application for allowance thereof with the Bankruptcy Court. In the event that the Disbursing Agent disagrees with the reasonableness of all or a portion of any such invoice, the Creditors may, in their sole discretion, request that the Bankruptcy Court (i) determine the reasonableness and allowance of such contested amounts and (ii) direct the Disbursing Agent to pay such additional amounts determined to be reasonable, if any, and the Disbursing Agent, Creditors' Committee, and any other Creditor or party in interest may object thereto.

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, 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.

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 the 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.

VI. FINANCIAL INFORMATION AND PROJECTIONS

A. Projected Financial Information

The Debtors believe that the 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 Plan. In connection with the development of the Plan and for the purposes of determining whether the Plan satisfies this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while

maintaining sufficient liquidity and capital resources. The Debtors developed a business plan and prepared financial projections (the "Projections") for the fiscal years of 2010 through 2014 (the "Projection Period").

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 Plan.

In connection with the planning and development of the Plan, the Projections were prepared by the Debtors to present the anticipated impact of the Plan. The Projections assume that the 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, including those factors listed in the Plan and the Disclosure Statement. 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 May 2010.

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 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 VIII 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 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 GUARANTY OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR. IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE 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 Plan, and the Plan Supplement, 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.

1. Projected Statements of Operations (*Unaudited*)

Reorganized Debtor
Projected Income Statement *(Unaudited)*
As of December 31, XXXX

($ in thousands)	**2010**	**2011**	**2012**	**2013**	**2014**
Premiums Written	$43,262	$37,325	$31,079	$23,406	$16,666
Change in Unearned Premiums	187	122	117	116	115
Premiums Revenue	43,449	37,447	31,195	23,522	16,780
Losses Paid	181,291	131,285	56,219	21,600	5,570
Provision for Reserves	(102,869)	(92,669)	(37,732)	(17,804)	(4,591)
Ceding Commission	4,637	3,812	3,172	2,379	1,625
Underwriting Expenses	83,059	42,428	21,659	6,175	2,604
Underwriting Income (Loss)	**(39,610)**	**(4,981)**	**9,536**	**17,347**	**14,177**
General & Administrative Expenses	(917)	(1,487)	(1,532)	(1,578)	(1,625)
Interest Expense	(333)	-	-	(101)	(192)
Investment Income	17,781	10,077	8,240	7,902	8,254
Other Income [(1)]	12,844	-	-	-	-
Gain/(Loss) on Commutation	-	-	-	-	-
Pre-Tax Income (Loss)	**(10,234)**	**3,608**	**16,244**	**23,570**	**20,614**
Tax Expense	-	-	-	-	-
Net Income (Loss)	**($10,234)**	**$3,608**	**$16,244**	**$23,570**	**$20,614**

Notes:

(1) 2010 Figure represents cancellation of indebtedness related to waiver of all intercompany claims including the existing intercompany note between WMI and WMMRC prior to confirmation.

2. Projected Balance Sheets (*Unaudited*)

Reorganized Debtor
Projected Balance Sheet *(Unaudited)*
As of December 31, XXXX

($ in thousands)	**2010**	**2011**	**2012**	**2013**	**2014**
ASSETS					
Cash and Investments	$360,205	$257,872	$234,260	$239,878	$255,379
Accrued Interest	1,114	774	698	707	751
Reinsurance Premiums Receivable	3,401	2,875	2,360	1,778	1,266
Total Assets	**364,721**	**261,521**	**237,318**	**242,362**	**257,395**
LIABILITIES & SHAREHOLDERS' EQUITY					
Accrued Expenses	113	117	120	124	127
Accrued Investment Expenses	63	44	39	40	42
Accrued Ceding Fees	346	294	241	181	123
Notes Payable / Line of Credit	-	-	40	2,375	2,887
Unearned Premiums	815	693	577	461	346
Losses Payable	21,219	7,270	4,685	1,800	464
Reserves	153,557	60,889	23,157	5,353	762
Total Liabilities	**176,114**	**69,305**	**28,859**	**10,333**	**4,752**
Paid-In Capital	69,880	69,880	69,880	69,880	69,880
Retained Earnings (Accumulated Deficit)	128,961	118,727	122,335	138,580	162,149
Net Income (Loss) - YTD	(10,234)	3,608	16,244	23,570	20,614
Cumulative Dividends Paid	-	-	-	-	-
Total Stockholders' Equity	**188,607**	**192,215**	**208,460**	**232,029**	**252,643**
Total Liabilities & Stockholders' Equity	**$364,721**	**$261,521**	**$237,318**	**$242,362**	**$257,395**

3. Projected Statements of Cash Flow – Indirect Method (*Unaudited*)

Reorganized Debtor
Indirect Cash Flows
As of December 31, XXXX

($ in thousands)	**2010**	**2011**	**2012**	**2013**	**2014**
CASH FLOW FROM OPERATIONS					
Net (Loss) Income	($10,234)	$3,608	$16,244	$23,570	$20,614
Non-Cash Items:					
Cancellation of Indebtedness Income [(1)]	(12,844)	-	-	-	-
Other Non-Cash Charges [(2)]	(567)	-	-	-	-
Total Non-Cash Items	(13,410)	-	-	-	-
Working Capital:					
Accrued Investment Income	3,253	341	76	(9)	(44)
Premiums Receivable	614	526	515	583	512
Losses and Loss Adjustment Expenses	(102,302)	(92,669)	(37,732)	(17,804)	(4,591)
Losses Payable	18,583	(13,949)	(2,585)	(2,885)	(1,336)
Unearned Premiums	(187)	(122)	(117)	(116)	(115)
Accrued Ceding Commission Expense	(121)	(53)	(53)	(60)	(57)
Accrued Interest	333	-	-	101	192
Accounts Payable and Accrued Expenses	68	3	3	4	4
Accrued Investment Expenses	63	(19)	(4)	1	2
Total Working Capital	(79,697)	(105,941)	(39,896)	(20,187)	(5,433)
Net Cash from Operations	(103,341)	(102,333)	(23,652)	3,383	15,181
CASH FLOW FROM FINANCING ACTIVITIES					
Dividend of Unrestricted Cash	-	-	-	-	-
Borrowings / (Repayments)	-	-	40	2,234	320
Net Cash from Financing Activities	-	-	40	2,234	320
Net Change in Cash and Cash Equivalents	(103,341)	(102,333)	(23,612)	5,617	15,502
Beginning Cash & Investments Balance	463,546	360,205	257,872	234,260	239,878
Ending Cash & Investments Balance	**$360,205**	**$257,872**	**$234,260**	**$239,878**	**$255,379**

Notes:

(1) 2010 Figure represents cancellation of indebtedness related to waiver of all intercompany claims including the existing intercompany note between WMI and WMMRC prior to confirmation.

(2) Non-Cash prior period adjustments to retained earnings recognized in March 2010

4. Projected Statements of Cash Flow – Direct Method (*Unaudited*)

Reorganized Debtor
Direct Cash Flows
As of December 31, XXXX

($ in thousands)	2010	2011	2012	2013	2014
Cash & Investments - Beginning Balance	**463,546**	**360,205**	**257,872**	**234,260**	**239,878**
Assumed Premiums Written	43,876	37,851	31,594	23,989	17,178
Net Investment Income	21,097	10,399	8,312	7,893	8,213
Paid Losses	(162,708)	(145,234)	(58,804)	(24,485)	(6,906)
Ceding Commission	(4,758)	(3,865)	(3,225)	(2,439)	(1,682)
G&A Expenses	(848)	(1,484)	(1,529)	(1,574)	(1,622)
Final Commutation	-	-	-	-	-
Federal Taxes	-	-	-	-	-
Cash Interest Expense	-	-	-	-	-
Borrowings (Repayment)	-	-	40	2,234	320
Dividends Paid	-	-	-	-	-
Net Change in Cash and Cash Equivalents	(103,341)	(102,333)	(23,612)	5,617	15,502
Cash & Investments - Ending Balance	**$360,205**	**$257,872**	**$234,260**	**$239,878**	**$255,379**

B. Assumptions To Financial Projections

1. Projections

The Debtors prepared the Projections for fiscal years 2010 through 2014 (the "Projection Period"). The Projections are based on the primary assumption that 100% of the operating results for the Reorganized Debtors would be consistent with the operating projections of its only remaining active operating subsidiary — WMMRC. Please see Section IV.D.16.a of the 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 Article VIII 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, which would add contingency reserves to the liabilities section with a commensurate reduction to the equity section.

2. Key Assumptions

a. General

C. *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 the Debtors were 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. As a result, no additional or new business has been added to the Debtors' reinsurance captive since such date and no new business is anticipated nor forecasted in the Projections.

Generally, the Debtors' 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 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, the Debtors will continue to receive their share of mortgage insurance premium from the MIs through 2018.

The Projections contained herein assume that the Debtors will continue to collect premiums and pay losses through 2018 and distribute all excess cash flow to its shareholders over such time. **Related to the Rights Offering as described in section V.H of this Disclosure Statement, no new business ventures nor opportunities for expansion of WMI are included in the Projections, the results of which may materially affect results**. **Moreover, the proceeds of any Rights Offering are not included in the Projections.** 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 either unrestricted and distributed to the equity holders less a final commutation settlement amount of the contingency reserves.

D. *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 as of December 31, 2009. Based on activity to date, the Debtors continue to believe that such projections continue to reflect a reasonable forecast over the projection period — such that no modification other than updates to actual results through March 31, 2010 have been made. The Projections also contain the Debtors' assumptions, including forecasts for investment earnings, general and administrative expenses, and the amounts and timing of capital available for distribution.

E. *Plan Consummation.* The operating assumptions assume that the Plan will be confirmed and consummated by July 30, 2010.

F. *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 counsel 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. Out of an abundance of caution, the Debtors did not include dividends in the Projections contained herein, but believe such dividends may become available as early as March 2014. 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.

a. Projected Statement of Operations

G. *Premium Revenue*: Revenues consist entirely of premiums earned as part of the Debtors reinsurance agreements with its six MI partners. The typical reinsurance agreements the Debtors have 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"), the Debtors 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 the Debtors 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 the Debtors are responsible before such deposit). Based on 12/31/09 data, the Debtors currently reinsure approximately 102,000 loans with origination dates between 1998 and 2008. Consistent with the operating plan, the Debtors will see the number of loans decrease over time so that by 2019 no loans will be reinsured by the Debtors. Premium projections were based on actuary forecasts of premium persistency of each of the loans, by origination year, over the projection period.

H. *Losses Paid*: Consistent with the "4/10/40" structure above, losses paid represent the losses for which the Debtors are responsible. Based on 12/31/09 data, the Debtors reinsure loans with the six Mortgage Insurers of over $21 billion dollars ("original risk in force"). Based on the Debtors' current risk exposure relative to the $21 billion of mortgage insurance currently being provided, taking into account current loans outstanding and the amount of losses relative to the Debtors' starting risk layer (4%), the Debtors have $1.14 billion of potential loss exposure (or aggregate risk exposure) remaining assuming 100% frequency and severity of loss claims. The amount and timing of losses paid through the 2019 period were based on actuary forecasts which assumed total future paid losses of $396 million as of 12/31/09 — the majority 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 March 2010.

I. *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, the Debtors have already reserved a large percentage of loans expected to go into payment status. As of 12/31/09, the Debtors had reserves of $256 million compared against the $396 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. Over the projection period, the Debtors will incur additional provisions of $140 million ($396 million less $256 million) 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.

J. *Ceding Commissions*: Of the six MI companies for which the Debtors have reinsurance agreements, four of those agreements contain a structure for which the Debtors pay ceding commissions to the carriers – represented as a percentage of the premiums paid from the MI to the Debtors. These ceding commissions range from 0.4% to 19.8% 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.

K. *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.

L. *Interest Expense*: Initial interest expense relates to the 4.5% interest rate that is being paid in-kind on the $11.9 million of intercompany funding provided by WMI on or about December 12, 2008 ("WMI Loan") as approved by the Bankruptcy Court to assist the captive in funding a capital requirement associated with one of its trust accounts. Prior to confirmation, the Debtors plan to waive all intercompany balances between WMI and WMMRC. At such time, WMMRC will recognize cancellation of indebtedness ("COD") income related to the intercompany note described above ("Other Income") and have no further obligation to any amounts from/(to) WMI nor the established Liquidation Trust. In addition, the Debtors assume additional funding needs may exist from time to time to assist them in funding the capital requirements that may be required for their trust accounts. To this end, interest expense on/after July 2010 assumes monthly payment in-kind interest of 7.0% on an additional $3 million of capital loaned into the captive during the end of 2012 through 2014, with the funds due March 2015. No further capital needs are anticipated thereafter.

M. *Investment Income*: The Debtors' assets contained in six MI trusts and 1 custodial account are invested in various high-grade products, including money markets (3% of total cash and investments), treasuries (2%), agencies (42%), corporate bonds (38%), mortgage securities (12%), and foreign issues (3%). Current yields on the mix above provide a return of 3.5%. 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. The Debtors are precluded from investing trust assets in lower grade investments per the reinsurance agreements.

N. *Tax Expense*: No provision for federal tax expense has been made during the projection period as it is assumed that the entity would be able to take advantage of retained WMI tax attributes providing for net operating loss (NOL) carry-forwards sufficient to cover projected earnings streams.

a. Projected Balance Sheet and Cash Flows from Operating Activities

O. *Cash and Investments*: Cash and investments reflect restricted cash and investments in the six reinsurance trusts associated with each MI and unrestricted cash and investments in the custodial account (custodial account is primarily used to fund operating expenses and capital requirements that may be needed from time-to-time in the trust accounts). Consistent with the above, the cash and investments reflect a current mix of money markets (3% of total cash and investments), treasuries (2%), agencies (42%), corporate bonds (38%), mortgage securities (12%), and foreign issues (3%). The Debtors did not distinguish between cash and investments, since generally minimum cash is held on account for operating expenses and the remaining cash is deployed as needed to investments to take advantage of better yields. The Debtors assumed the maintenance of a minimum cash balance of $1.5 million throughout the projection period to fund operating expenses. Any projected decreases of the cash balance below this minimum will require funding draws from a future note or line of credit. Based on projections of the individual trusts' reserve requirements and withdrawal requirements, the Debtors project unrestricted cash may become available for dividends to shareholders beginning in March 2014.

P. *Reserves*: Reflect the anticipated future paid loss amounts associated with delinquent loans. The reserve changes in a given period are a function of the current reserve balance (beginning balance), paid losses (reduction), and new delinquencies (addition). The Projections assume that 100% of paid losses forecasted will be reserved prior to payment based upon actuary forecasts.

Q. *Note Payable/Line of Credit*: Consistent with the discussion on interest expense, an intercompany loan of $11.9 million was provided by WMI to its insurance captive in December 2008. This loan will be waived at confirmation along with all intercompany amounts due from/(owed) to WMI. In addition, the Debtors are forecasting the need of an additional $3 million from 2012 – 2014 of funds to be made available for operations and capital requirements of various trusts. These funds are required to maintain a minimum unrestricted cash balance of $1.5 million over the projection period to cover operating expenses. The funds would be paid-in-kind at a rate of 7% and mature in March 2015.

R. *Cumulative Dividends Paid*: Consistent with the operating plan, the Projections assume payout of all available assets by 2019 in the form of a note repayment, dividend, or negotiated termination of each trust. All dividends paid to shareholders must be approved by the Hawaii State Insurance commissioner's office. Given the amount of paid losses anticipated during 2010 – 2013 and the inherent uncertainty in the mortgage insurance market, the Debtors believe that dividend payments would not begin until 2014. The amount of dividend is predicated on maintenance of the capital in each trust per the applicable reinsurance agreement. Each agreement specifies the minimum capital requirements that need to be maintained in the trust as well as the maximum capital ("Withdrawal Calculation") that needs to be maintained. The calculations are specific to each MI but generally take into account the captive's current risk exposure related to all of the current books of business, reserve for losses (based on the MIs calculations), and contingency reserves. The Projections assume that all capital above the Withdrawal calculation specific to each trust as of each December year end period can be withdrawn and ultimately provided in the form of a dividend (March of the following year) to shareholders starting in 2013 (with the actual dividend paid in March of 2014). The three month time period allows the Debtors to receive final statements from the MIs and receive approval from the Insurance commissioner. Due to inherent uncertainties of the amount/timing of payments, the Debtors have not specifically provided for such dividends in the projections and, instead, included such amounts in the cash and investments line item.

S. *Working Capital*: Other current asset/liability accounts including accrued interest, premium receivables, accrued expenses (including investment management and ceding fees), and losses

payable generally assume 30 day terms from recognition to collection/(payment). Generally, cash and investments will be monetized, as appropriate, to fund operating needs.

VII. CONSEQUENCES UNDER THE FEDERAL SECURITIES LAWS

A. New Securities and Rights Offering

Pursuant to the Plan, Reorganized WMI will issue Reorganized Common Stock and Additional Common Stock and Rights to purchase Additional Common Stock ("Subscription Rights"). To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the issuance under the Plan of the Reorganized Common Stock, the Additional Common Stock, and the Subscription Rights will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.

B. Transfer and Securities Law Restrictions

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. In reliance upon this exemption, the Reorganized Common Stock and the Additional Common Stock issuable upon exercise of the Subscription Rights (the "1145 Securities") to be issued to holders of claims against the Debtors generally will be exempt from the registration requirements of the Securities Act, and state and local securities laws. Accordingly, such securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by Section 4(1) of the Securities Act, unless the holder is an "underwriter" with respect to such securities, as that term is defined in Section 1145(b) of the Bankruptcy Code. In addition, such securities 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 new securities issued under the 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 as defined in Section 2(a)(11) of the Securities Act.

The Debtors believe that the Subscription Rights and the Additional Common Stock issuable upon exercise of such Subscription Rights (the "Investor Securities") will be exempt from the registration requirements of the Securities Act, pursuant to Section 4(2) of the Securities Act, as transactions by an issuer not involving any public offering, and equivalent exemptions in state securities laws.

For Persons deemed to be "underwriters" who receive 1145 Securities pursuant to the Plan including control Person underwriters and Persons who receive Investor Securities (collectively, the "Restricted Holders"), resales of such securities would not be exempted by section 1145 of the Bankruptcy Code from registration under the Securities Act or other applicable law. Restricted Holders

may, however, be able, at a future time and under certain conditions described below, to sell securities without registration pursuant to the resale provisions of Rule 144 or other applicable exemptions under the Securities Act. In addition, to the extent that the Registration Rights Agreement is entered into, certain Restricted Holders shall be entitled to certain registration rights with respect to the securities that are held by them.

Under certain circumstances, holders of 1145 Securities deemed to be "underwriters" or holders of the Investor Securities may be entitled to resell their securities pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act, to the extent available, and in compliance with applicable state and foreign securities laws. Generally, Rule 144 of the Securities Act provides that persons who hold securities received in a transaction not involving a public offering or who are affiliates of an issuer who resell securities will not be deemed to be underwriters if certain conditions are met. 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. The conditions include required holding periods in certain cases, 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 in certain cases, the requirement in certain cases that the securities be sold in a "brokers transaction" or in a transaction directly with a "market maker" and that, in certain cases, notice of the resale be filed with the Securities and Exchange Commission. The Debtors cannot assure, however, that adequate current public information will exist with respect to any issuer of 1145 Securities and therefore, that the safe harbor provisions of Rule 144 of the Securities Act will be available. Pursuant to the Plan, certificates evidencing 1145 Securities received by Restricted Holders, Investor Securities will bear a legend substantially in the form below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (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 SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF REORGANIZED WMI, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF SECURITIES CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

Parties who believe they may be underwriters as defined in Section 1145 of the Bankruptcy Code and other Restricted Holders are advised to consult with their own legal advisors as to the availability of the exemption provided by Rule 144 or other applicable exemptions.

C. Listing

As of the Effective Date, neither the Reorganized Common Stock nor the Additional Common Stock will be listed for trading on any stock exchange or trading system and the Debtors will not file any reports with the SEC. Consequently, the trading liquidity of the Reorganized Common Stock and the Additional Common Stock will be limited as of the Effective Date. The future liquidity of the trading markets for the Reorganized Common Stock and the Additional Common Stock will depend,

among other things, upon the number of holders of such securities, whether such securities become listed for trading on an exchange or trading system at some future time and whether the Debtors begin to file annual and quarterly reports with the SEC.

VIII. CERTAIN FACTORS TO BE CONSIDERED

A. Certain Bankruptcy Law Considerations

1. Risk of Non-Confirmation of the Plan

Although the Debtors believe that the 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 Plan will not be required for confirmation or that such modifications would not necessitate resolicitation of votes.

2. Non-Consensual Confirmation

In the event 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 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 – "*Requirements for Confirmation of the Plan*." Because Class 20 (Dime Warrants), and Class 21 (Common Equity Interests) are deemed to reject the Plan, these requirements must be satisfied with respect to these Classes. Should any other class vote to reject the Plan, then these requirements must be satisfied with respect to those Classes as well. The Debtors believe that the 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 Confirmation Date, 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, 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. A discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of claims and interests and a liquidation analysis is annexed hereto as **Error! Reference source not found.**.

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 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 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.

4. 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.

5. 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 Plan or object to confirmation of the Plan.

6. No Admission Made

Nothing contained herein or in the Plan shall constitute an admission of, or be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or on holders of Claims or Equity Interests.

7. 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 Plan, see "*Certain Federal Income Tax Consequences of the Plan*."

8. Debtors Could Withdraw Plan

Under the Plan, the Debtors could withdraw the Plan with respect to either of the Debtors and proceed with confirmation of the Plan with respect to any other Debtors.

9. Ability to Transfer Reorganized Common Stock and Additional Common Stock

A liquid trading market for the Reorganized Common Stock and Additional Common Stock may not develop. As of the Effective Date, neither the Reorganized Common Stock nor the Additional Common Stock will be listed for trading on any stock exchange or trading system. Consequently, the trading liquidity of the Reorganized Common Stock and the Additional Common Stock may be limited as of the Effective Date. The future liquidity of the trading markets for the Reorganized Common Stock and the Additional Common Stock will depend, among other things, upon the number of holders of such securities and whether such securities become listed for trading on an exchange or trading system at some future time. In addition, from and after the Effective Date, the certificate of incorporation of Reorganized WMI will contain certain transfer restrictions in relation to the transfer of Reorganized Common Stock and Additional Common Stock. In particular, without the approval of the Board of Directors of Reorganized WMI, no person will be permitted to acquire, whether directly or indirectly, and whether in one transaction or a series of related transactions, shares of Reorganized WMI to the extent that, after giving effect to the proposed acquisition, (i) the purported transferee or, as a result of the proposed acquisition, any other person, would hold at least 4.75% of Reorganized WMI's shares, or (ii) a person who already holds at least 4.75% of Reorganized WMI's shares would hold a higher percentage of shares.

IX. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of certain Claims and Equity Interests. The following summary 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 Plan (*e.g.*, Allowed Administrative Expense Claims, Allowed Professional Compensation and Reimbursement Claims, and Allowed Priority Non-Tax Claims) or whose distributions are governed by the Global Settlement Agreement, or to holders of Equity Interests that are deemed to reject the Plan.

The following summary is based on the IRC, U.S. Treasury regulations promulgated thereunder, judicial decisions, and published administrative rules and pronouncements of the Internal Revenue Service (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 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 Plan. The Debtors are seeking a ruling as to certain aspects of the Plan relating to the Reorganized Debtors (as discussed below) and may or may not seek a ruling from the IRS as to other tax aspects of the Plan. No assurance can be given as to the interpretation that the IRS will adopt, including whether the requested rulings will be obtained. In addition, this summary generally does not address foreign, state or local tax consequences of the Plan, nor does it address the U.S. federal income tax consequences of the 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 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, the Reorganized Common Stock and Additional Common Stock are held as "capital assets" (generally, property held for investment) within the meaning of section 1221 of the IRC.

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 single 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 net operating loss ("NOL") for federal income tax purposes for the taxable year of the Tax Group ended December 31, 2008. In addition, the Debtors expect that the Tax Group will report additional NOLs for the taxable year ended December 31, 2009, and will incur further NOLs for the taxable year ending December 31, 2010, for the period through the expected Effective Date. 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 has been carried back to reduce certain asserted tax adjustments and the Tax Group's reported taxable income in prior years, with the expectation of generating a tax refund, *see* Section IV.D.18 above. The remaining portion of such NOLs, together with any 2009 NOLs, currently are available to the Tax Group as an NOL carryforward that can offset future income (subject to the discussion below). Substantially all of the NOL carryforwards incurred through the end of 2008 are attributable to the operations of WMB and its former subsidiaries or the sale of certain assets to JPMC in connection with the Bank Receivership. The amount and use of any NOLs remain subject to review and adjustment by the IRS. *See* Section IV.D.18 above (describing the current status of federal income tax audits).

In addition, WMI has substantial tax basis in its assets, particularly in its stock investment in WMB. Although the Debtors believe that such stock investment is 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, possibly, the abandonment by WMI of its stock investment), at which point the consolidated NOL attributable to WMB would no longer be available to the Tax Group. Although not free from doubt, the Debtors believe that the worthless stock deduction (the "Stock Loss") would be an ordinary loss, and would result in a substantial NOL for the taxable year in which the worthless stock deduction is claimed *subject to* (i) reduction under the tax rules applicable to the cancellation of debt if incurred prior to the end of the taxable year in which the Effective Date occurs, and (ii) any applicable limitations imposed by the change-in-ownership rules of the IRC, discussed below. The Debtors are seeking a ruling from the IRS as to the ordinary loss character of the Stock Loss; however, there is no assurance that a favorable ruling will be obtained.

As discussed below, in connection with the Plan, the amount of the Tax Group's NOL carryforwards and other tax attributes of the Tax Group, including its tax basis in assets, will be reduced. In addition, the subsequent utilization of any existing NOL carryforwards, all or part of any NOLs incurred through the Effective Date and, possibly, all or part of any Stock Loss, following the Effective Date may be severely restricted. Any such reductions or limitations would not preclude the use of any NOL carryforwards and any NOLs incurred through the Effective Date, that are otherwise available, against any income incurred on the Effective Date in connection with the implementation of the Plan, such as upon the transfer of assets by the Debtors to the Liquidating Trust.

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 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 change-in-ownership 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 COD of roughly $200 million as a result of the implementation of the Plan, with a corresponding reduction in the amount of NOL carryforwards or other tax attributes of the Tax Group.

For COD incurred during 2010, rather than reducing its current tax attributes, the Debtors may elect under section 108(i) of the IRC to include the COD in income on a deferred basis over a five-taxable year period beginning in the fourth taxable year after the COD is incurred. The collateral tax

consequences of making such election are complex. The Debtors will consider whether to make the deferral election (if applicable) in connection with their annual tax return preparation.

2. Potential Limitations on NOL Carryforwards and Other Tax Attributes.

Following the Effective Date, any remaining NOL carryforwards and certain other tax attributes allocable to periods prior to the Effective Date will be subject to certain limitations resulting from a change in ownership. These limitations apply in addition to the attribute reduction that may result from the discharge of Claims pursuant to the 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 taxable income generally are subject to an annual limitation. The Debtors expect that the issuance of the Reorganized Common Stock and Additional Common Stock pursuant to the Plan will constitute an ownership change of the Tax Group for this purpose.

(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.*, 4.03% for ownership changes occurring in May 2010). 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; in no event, however, can the stock value for this purpose exceed the pre-change gross value of the corporation's assets. Under certain circumstances, 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. 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.

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 Plan, 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 the continuing activities of the Reorganized Debtors will satisfy the requisite level of continuing business activity.

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, certain corporations that join the consolidated group within the preceding five years may not be able to be taken into account in the group computation of net unrealized built-in loss.

Due to certain interpretational issues, it is uncertain whether the Stock Loss, if not recognized until after the Effective Date, would be an unrestricted built-in loss. The Debtors are seeking a ruling from the IRS to clarify such treatment, but there is no assurance that the IRS will issue a favorable ruling. In contrast, if the Stock Loss is recognized prior to (but in the same taxable year as) the Effective Date, the resulting NOL can 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 Plan (but would still be subject to at least partial reduction under the COD rules discussed above). Accordingly, it is possible that the Debtors may seek to abandon their stock interest in WMB prior to the Effective Date. Ultimately, the decision whether or not to abandon will depend on several factors (many of which are beyond the control of the Debtors), including whether the Debtors have received a favorable ruling prior to the Effective Date or have a sufficient likelihood of receiving a favorable ruling after the Effective Date. Accordingly, it is possible that the Debtors determine not to abandon their stock in WMB prior to the Effective Date in anticipation of a favorable ruling, only to find, in the end, that they don't receive the ruling. There is, therefore, no assurance as to the timing of the Stock Loss or that the Stock Loss could be utilized to offset future taxable income of the Reorganized Debtors.

(ii) *Special Bankruptcy Exception.* An exception to the foregoing annual limitation rules generally applies where qualified (so-called "old and cold") creditors of a debtor receive, in respect of their Claims, 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 losses at the time of the subsequent ownership change against future taxable income. 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 the subsequent use of a corporation's pre-change 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. 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.

3. 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 the Act does not apply this limitation to AMT NOLs carried back up to five years from the elected year, *i.e.*, either 2008 or 2009).

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.

4. Transfer of Liquidating Trust Assets to the Liquidating Trust.

Pursuant to the 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-2010 taxable years) 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 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 Plan, the NOL carryforwards of the Tax Group generally should be available to offset the gain or income, if any, recognized upon transfer of assets pursuant to the 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 Plan, and in complete and final satisfaction of their respective Claims, holders of Allowed Unsecured Claims and Allowed Convenience Claims will receive cash, Liquidating Trust Interests and/or Reorganized Common Stock in satisfaction of their Claims. In addition, pursuant to the Plan, each holder of an Allowed PIERS Claim will receive Subscription Rights to purchase shares of Additional Common Stock, exercisable by the Ballot Date.

Pursuant to the Plan, holders of Non-Subordinated Bank Bondholder Claims will receive BB Liquidating Trust Interests (representing an undivided interest in the Homeownership Carryback Refund Amount) in satisfaction of their Claims.

Pursuant to the Plan, holders of Preferred Equity Interests and REIT Series will receive contingent Liquidating Trust Interests, and all Preferred Equity Interests and REIT Series shall be deemed

extinguished. Holders of the REIT Series will also receive a separately negotiated payment from JPMC under the Global Settlement Agreement, the tax consequences of which are not discussed herein.

The U.S. federal income tax consequences of the Plan to holders of Claims, including the character, amount and timing of income, gain or loss recognized as a consequence of the Plan and the distributions provided for by the 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.

1. Allowed Convenience Claims.

In general, each holder of an Allowed Convenience 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 IX.B.2.c, *"Distributions in Discharge of Accrued Interest,"* below.

2. Allowed Unsecured Claims.

Pursuant to the Plan, and in satisfaction of their respective Claims, (i) holders of Allowed Senior Note Claims, Allowed Senior Subordinated Notes, Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims will receive cash and Liquidating Trust Interests (subject to an election to receive Reorganized Common Stock in lieu of some or all of the cash or Liquidating Trust Interests), (ii) holders of Allowed PIERS Claims will receive cash, Liquidating Trust Interests and Reorganized Common Stock (subject to certain adjustments and elections), (iii) holders of Subordinated Claims will receive contingent Liquidating Trust Interests, and (iv) holders of General Unsecured Claims will receive cash and Liquidating Trust Interests (subject, in the case of Qualified Holders, to an election to receive Reorganized Common Stock in lieu of some or all of the cash or Liquidating Trust Interests). Holders of Allowed PIERS Claims will also receive Subscription Rights. Holders of Non-Subordinated Bank Bondholder Claims will receive BB Liquidating Trust Interests.

As discussed below (*see* Section IX.A.4, "*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 Unsecured Claim 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 Non-Subordinated Bank Bondholder

Claim, as a direct owner of a fixed undivided interest in the Homeowner Carryback Refund Amount. Pursuant to the Plan, the Debtors or the Liquidating Trustee (as provided in the 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.

The U.S. federal income tax consequences to a holder of an Allowed Unsecured Claim who receives Reorganized Common Stock or Subscription Rights also depend, in part, on whether such Claim constitutes a "security" 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 Unsecured Claims may qualify as "securities" while others may not.

a. Gain or Loss – In General

Unless an Allowed Unsecured 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 and the fair market value of all other consideration received, possibly including the Subscription Rights (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).

For a discussion of the treatment of any Claim for accrued but unpaid interest, *see* Section IX.B.2.c, *"Distributions in Discharge of Accrued Interest,"* below. For a discussion of the U.S. federal income tax consequences of the receipt, ownership and exercise of Subscription Rights*, see* Section IX.B.4 *"Tax Treatment of Subscription Rights,*" below.

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.

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 of undeliverable distributions) should not be included, for federal income tax purposes, in the holder's amount realized in respect of its Allowed Claim 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 IX.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 may be taxed as such Disputed Claims become disallowed and the holder effectively becomes entitled to an increased share of the assets held in the applicable Liquidating Trust. The imputed interest provisions of the Tax Code 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 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.

A holder's tax basis in its Reorganized Common Stock, Subscription Rights (or, as discussed below, *see* Section IX.B.4, *"Tax Treatment of Subscription Rights,"* in the underlying Additional Common Stock to the extent, if at all, such stock is treated as if received directly in partial satisfaction of the holder's Allowed Claim) and/or undivided interest in the Liquidating Trust Assets for U.S. federal income tax purposes will equal the amount taken into account in respect of such stock, rights or interests in determining the holder's amount realized. A holder's holding period in such stock, rights or interests generally will begin the day following the Effective Date.

b. Recapitalization Treatment

If an Allowed Unsecured Claim constitutes a "security" for U.S. federal income tax purposes, the receipt of Reorganized Common Stock and/or possibly Subscription Rights (*see* Section IX.B.3, below) in partial satisfaction of such Claim generally will qualify as a "recapitalization" for U.S. federal income tax purposes. In such event, each such holder generally will not recognize any loss upon the exchange of its Claim, 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). 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 Reorganized Common Stock and possibly Subscription Rights received in respect of an Allowed Unsecured Claim that constitutes a security will equal the holder's adjusted tax basis in such Claim (including any Claim for accrued but unpaid interest), increased by any gain recognized or interest income received in respect of such Claim, and decreased by the amount of any cash and the fair market value of any share of the Liquidating Trust Assets received and any deductions claimed in respect of any previously accrued but unpaid interest. The aggregate tax basis presumably should be allocated among any Reorganized Common Stock and any Subscription Rights taken into account in accordance with their relative fair market values. In a recapitalization exchange, a holder's holding period in any Reorganized Common Stock and possibly Subscription Rights received will include the holder's holding period in the Claim 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 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 generally recognizes 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 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 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 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 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, 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 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 IX.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 Reorganized Common Stock and possibly any Subscription Rights 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 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, but may carry over unused capital losses for the five taxable years following the capital loss year.

3. <u>Preferred Equity Interests and REIT Series</u>.

In general, each holder of a Preferred Equity Interest or REIT Series will recognize gain or loss in an amount equal to the difference between (i) the fair market value of the contingent interest in the Liquidating Trust received and (ii) the holder's adjusted basis in its Equity Interest. As indicated above, the discussion herein does not address the federal income tax treatment of the payment to holders of REIT Series from JPMC pursuant to the Global Settlement Agreement. 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 will depend on the holder's holding period.

As discussed below (*see* Section IX.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 person 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). Pursuant to the Plan, the Debtors or the Liquidating Trustee (as provided in the 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.

A holder's tax basis in its contingent interest in the Liquidating Trust Assets for U.S. federal income tax purposes will equal the amount taken into account in respect of such interest in determining the holder's amount realized. A holder's holding period in such interest generally will begin the day following the Effective Date.

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 of undeliverable distributions) should not be included, for federal income tax purposes, in the holder's amount realized in respect of its Preferred Equity Interest or REIT Series 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 IX.C, "*Tax Treatment of Liquidating Trust and Holders of Beneficial Interests*," below.

4. Tax Treatment of Subscription Rights.

The characterization of the Subscription Rights and their subsequent exercise for U.S. federal income tax purposes – as simply the exercise of options to acquire the underlying stock or, alternatively, as an integrated transaction pursuant to which the underlying stock is acquired directly in partial satisfaction of a holder's Claim – is uncertain. Regardless of the characterization, however, a holder of Subscription Rights generally will not recognize any gain or loss upon the exercise of such Subscription Rights (beyond the gain or loss recognized in respect of its Claim, as described above).

A holder's aggregate tax basis in the Additional Common Stock received upon exercise of a Subscription Right should be equal to the sum of (i) the amount paid for the Additional Common Stock and (ii) the holder's tax basis, if any, in the Subscription Rights or, alternatively, under an integrated transaction analysis, in any Additional Common Stock that is treated as directly acquired in partial satisfaction of the holder's Allowed Claim. A holder's holding period in the Additional Common Stock received upon exercise of a Subscription Right generally should commence the day following the Effective Date, unless the Subscription Right is disregarded and the holder is instead treated as receiving for its Allowed Claim a portion of the Additional Common Stock acquired equal in value to the Subscription Rights. In the latter event, the holder could have a split holding period (part new and part carry over) if the receipt of the additional stock was part of a "recapitalization" exchange for U.S. federal income tax purposes. In addition, if either the Subscription Rights or, under an integrated transaction analysis, the Additional Common Stock acquired is treated as received as part of a recapitalization exchange, any gain recognized upon a subsequent disposition of the Additional Common Stock may be treated as ordinary income to the extent of any carryover of accrued market discount not previously included in income (*see* preceding section).

It is uncertain whether a holder that does not exercise a Subscription Right should be treated as receiving anything of additional value in respect of its Claim. If the holder is treated as having received a Subscription Right of value (despite its subsequent lapse), such that it obtains a tax basis in the right, the holder generally would recognize a loss to the extent of the holder's tax basis in the Subscription Right. In general, such gain or loss would be a capital gain or loss, long-term or short-term, depending upon whether the requisite holding period was satisfied (taking into account that the receipt of the Subscription Rights in partial satisfaction of a Claim could be part of a recapitalization exchange, even if the right goes unexercised, such that the holder may carry over the holding period in its Claim).

5. Disposition of Reorganized Common Stock and Additional Common Stock.

Any gain recognized by a holder upon a subsequent taxable disposition of any Reorganized Common Stock or Additional Common Stock received in respect of its Claim (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 IX.B.2.d and IX.B.4, *"Character of Gain or Loss*" and "*Tax Treatment of Subscription Rights"*), 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 and possibly any Additional Common Stock acquired pursuant to the Subscription Rights 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 the 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 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. 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 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 Plan. Pursuant to the Plan, the Liquidating Trust Assets (other than any assets allocated to the Liquidating Trust Claims Reserve, discussed below) 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 Beneficial 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 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 that comprise part of the Liquidating Trust Assets, and the Liquidating Trustee will in good faith value the remaining Liquidating Trust Assets. All parties to the Liquidating Trust (including, without limitation, the Debtors, the Liquidating Trustee and the Liquidating Trust Beneficiaries) must consistently use such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

Allocations of taxable income of the Liquidating Trust (other than taxable 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 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 Liquidating Trust Beneficiaries, 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 liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets 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.

Taxable income or loss allocated to a 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 the Liquidating Trust Beneficiary. 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. It is unclear whether the portion of any interest component of the Tax Refund that accrues after the transfer to the Liquidating Trust would retain its character as "interest" income.

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 the 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 the Liquidating 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.

The Liquidating Trustee will comply with all applicable governmental withholding requirements (*see* Sections 27.14(c) and 31.7 of the 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 the Liquidating Trust, the economic benefit of which inures to a Liquidating Trust Beneficiary on the basis describe above with respect to the allocation of taxable 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 ordinary income recovery with respect to a Tax Refund claim (particularly, any ordinary income that represents a "gain" relative to the fair market value of the Tax Refund claim when transferred to the Liquidating Trust, in contrast to stated interest) may be subject to 30% income tax withholding with respect to a Liquidating Trust Beneficiary that is *not* a U.S. person. Absent the receipt of a ruling from the IRS or an opinion of counsel (that is satisfactory to the Liquidating Trustee) that no withholding is required, the Debtors expect that the Liquidating Trustee would withhold with respect to such ordinary income. *As indicated above, the foregoing discussion of the U.S. federal income tax consequences of the 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 Plan, including owning an interest in the Liquidating Trust.*

The Liquidating Trust Interests are generally intended to be transferable, subject to, among other things, a prohibition on secondary transfers to *non*-U.S. persons (absent the Liquidating Trustee's receipt of the withholding ruling just discussed).

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 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.

3. Tax Reporting for Assets Allocable to Disputed Claims.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by 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 Liquidating Trust Assets allocable to, or retained on account of, Disputed Claims (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.

Accordingly, the Liquidating Trust Claims Reserve will be subject to tax annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in such reserves, and all distributions from such reserves (which distributions will be net of the related expenses of the reserve) will be treated as received by holders in respect of their Claims as if distributed by the Debtors. All parties (including, without limitation, the Debtors, the Liquidating Trustee and the Liquidating Trust Beneficiaries) will be required to report for tax purposes consistently with the foregoing.

D. Information Reporting and Withholding

All distributions to holders of Claims and Equity Interests under the Plan 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 IX.C, "*Tax Treatment of Liquidating Trust and Holders of Beneficial Interests*," a holder of a Beneficial Interest in the Liquidating Trust that is a *not* a U.S. person may be subject to up 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. *A non-U.S. holder may also be subject to other adverse consequences in connection with the implementation of the Plan. As discussed above, the foregoing discussion of the U.S. federal income tax consequences of the 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 or Additional 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 IX.C.2. *"General Tax Reporting by the Liquidating Trust and Beneficiaries."* Non-U.S. holders 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 Plan are urged to consult their tax advisors concerning the federal, state, local and foreign tax consequences applicable under the Plan.

X. VOTING PROCEDURES

A. Holders of Claims Entitled To Vote

The following Classes are the only ones entitled to vote to accept or reject the Plan: Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 17 (Non-Subordinated Bank Bondholder Claims), Class 18 (Subordinated Claims), Class 19 (REIT Series), and Class 20 (Preferred Equity Interests).

If your Claim or Interest is not in one of these Classes, you are not entitled to vote and you will not receive a Ballot with this Disclosure Statement. If your Claim is in one of these Classes, you

should read your Ballot and follow the listed instructions carefully. Please use only the Ballot that accompanies this Disclosure Statement.

If a Ballot is damaged or lost, or if you have any questions concerning voting procedures, you may contact:

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

B. Voting Deadlines

The Debtors have engaged Kurtzman Carson Consultants LLC as their Voting Agent to assist in the transmission of voting materials and in the tabulations of votes with respect to the Plan.

IT IS IMPORTANT THAT THE HOLDERS OF CLAIMS IN CLASS 2 (SENIOR NOTES CLAIMS), CLASS 3 (SENIOR SUBORDINATED NOTES CLAIMS), CLASS 12 (GENERAL UNSECURED CLAIMS), CLASS 14 (CCB-1 GUARANTEES CLAIMS), CLASS 15 (CCB-2 GUARANTEES CLAIMS), CLASS 16 (PIERS CLAIMS), CLASS 17 (NON-SUBORDINATED BANK BONDHOLDER CLAIMS), CLASS 18 (SUBORDINATED CLAIMS), CLASS 19 (REIT SERIES), AND CLASS 20 (PREFERRED EQUITY INTERESTS) TIMELY EXERCISE THEIR RIGHT TO VOTE TO ACCEPT OR REJECT THE PLAN.

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR VOTE MUST BE RECEIVED BY THE VOTING AGENT BEFORE THE "VOTING DEADLINE" OF 5:00 P.M. (PACIFIC TIME), ON _____ __, 2010, AT:

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

ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE OF THE PLAN.

C. Voting Procedures

Detailed voting instructions are provided with the Ballot accompanying this Disclosure Statement. All holders of Claims in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), Class 16 (PIERS Claims), Class 17 (Non-Subordinated Bank Bondholder Claims), Class 18 (Subordinated Claims), Class 19 (REIT Series), and Class 20 (Preferred Equity Interests) as of the Ballot Date established for purposes of this solicitation may vote to accept or reject the Plan to the extent and in the manner provided in the Disclosure Statement Order or in any other order or orders of the Bankruptcy Court.

1. Acceptance by a Class.

The Bankruptcy Code defines "acceptance" of a chapter 11 plan by a class of creditors as acceptance by creditors holding at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the claims in such class (other than any such creditor designated under section 1126(e) of the Bankruptcy Code), but for that purpose only counts those creditors that actually cast ballots. Holders of claims that fail to vote are not counted as either accepting or rejecting.

A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with provisions of the Bankruptcy Code.

If a Class of Claims entitled to vote on the Plan rejects the Plan, the Debtors reserve the right to amend the Plan or request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code or both. Section 1129(b) permits the confirmation of a chapter 11 plan notwithstanding the nonacceptance of a plan by one or more impaired classes of claims or equity interests. Under that section, a plan may be confirmed by a bankruptcy court if the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each nonaccepting class. For a more detailed description of the requirements for confirmation of a nonconsensual plan, refer to Section XII, "*Confirmation of the Plan*".

2. Withdrawal or Change of Vote.

Any voter that has delivered a valid Ballot may withdraw its vote by delivering a written notice of withdrawal to the Voting Agent before the Voting Deadline. To be valid, the notice of withdrawal must be (a) signed by the party who signed the Ballot to be revoked, and (b) received by the Voting Agent by the Voting Deadline. The Debtors may contest the validity of any withdrawals. Any holder that has delivered a valid ballot may change its vote by delivering to the Voting Agent a properly completed subsequent Ballot so as to be received before the Voting Deadline. In the case where more than one timely, properly completed ballot is received, only the Ballot that bears the latest date will be counted.

XI. CONFIRMATION OF THE 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 Plan has been scheduled for _____ __, 2010, commencing at __:__ _.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 or at any subsequent continued Confirmation Hearing.

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 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. 925 Fourth Avenue, Seattle, Washington 98104 (Attn: Charles E. Smith, Esq.), on behalf of the Debtors; (ii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Brian S. Rosen, Esq.), as counsel to the Debtors; (iii) Richards Layton & Finger P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19899 (Attn: Mark D. Collins, Esq.), as co-counsel to the Debtors; (iv) Quinn Emanuel Urquhart & Sullivan, LLP, 55 Madison Avenue, 22nd Floor, New York, New York 10010 (Attn: Peter Calamari, Esq.), as Special Litigation and Conflicts Counsel to the Debtors; (v) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19899-0035 (Attn: Joseph McMahon, Esq.); (vi) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Fred S. Hodara, Esq.), as counsel to the Creditors' Committee; and (vii) Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, Delaware 19801 (Attn: David B. Stratton, Esq.), as co-counsel to the Creditors' Committee; (viii) Venable LLP, 750 East Pratt Street, Suite 900, Baltimore, Maryland 21202 (Attn: Gregory A. Cross, Esq.), as counsel to the Equity Committee; and (ix) Ashby & Geddes, P.A. 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, Delaware 19899 (Attn: William P. Bowden, Esq.), as local counsel to the Equity Committee, so as to be received no later than _____ __, 2010 at __ 4:00 p.m. (Eastern Time).

Objections to confirmation of the 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 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:

(i) The Plan complies with the applicable provisions of the Bankruptcy Code.

(ii) The Debtors have complied with the applicable provisions of the Bankruptcy Code.

(iii) The Plan has been proposed in good faith and not by any means forbidden by law.

(iv) Any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with, these chapter 11 cases, or in connection with the Plan and incident to the chapter 11 cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable.

(v) The Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the 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 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.

(vi) With respect to each class of claims or interests, each holder of an Impaired Claim or Impaired Interest either has accepted the Plan or will receive or retain under the Plan on account of such holder's claim or interest, property of a value, as of the Effective Date of the 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 Plan under chapter 7 of the Bankruptcy Code. See discussion of "Best Interests Test" below.

(vii) Except to the extent the 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 Plan or is not impaired under the Plan.

(viii) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the 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 Plan, equal to the allowed amount of such claims.

(ix) At least one class of impaired claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a claim in such class.

(x) Confirmation of the 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 Plan, unless such liquidation or reorganization is proposed in the Plan. See discussion of "Feasibility" below.

(xi) All fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Effective Date of the Plan.

(xii) The 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 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 Plan or (b) receive or retain under the Plan property of a value, as of the Plan's assumed Effective Date, 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 under chapter 7, it is necessary to determine the aggregate dollar amount that would be generated from the disposition of the Debtors' assets in the context of the chapter 7 liquidation cases under the Bankruptcy Code. This "liquidation value" would consist primarily

of the proceeds from liquidating the Debtors' assets by a chapter 7 trustee and the cash held by the Debtors at the time of the commencement of the chapter 11 cases.

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 pre-chapter 11 priority and unsecured claims. Under the absolute priority rule, no junior creditor would receive any distribution until all senior creditors are paid in full, with interest, and no equity holder receives any distribution until all creditors are paid in full, with interest.

A conversion of the Debtors' chapter 11 cases to cases under chapter 7 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. 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 and the recovery of assets in the chapter 7 cases will be similar to that of the chapter 11 cases, excluding the recovery of WMMRC.

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.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the chapter 11 cases, including (i) the costs and expenses of a liquidation under chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, who would need 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 case in the context of the expeditious liquidation required under chapter 7 and the "forced sale" atmosphere that would prevail, the Debtors have determined that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is greater than such holder would receive pursuant to the liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

The Debtors' chapter 7 Liquidation Analysis is annexed hereto as Exhibit C. The information set forth in Exhibit C provides a summary of the liquidation values of the Debtors' assets, assuming a hypothetical chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court

would liquidate the assets of the Debtors' estates. Reference should be made to the Liquidation Analysis for a complete discussion and presentation of the Liquidation Analysis.

Underlying the Liquidation Analysis are 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 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.

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 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 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 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 Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class of Claims or Interests which has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class of Claims or Interests.

The "unfair discrimination" test applies to Classes of Claims or Interests that are of equal priority and are receiving different treatment under the 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 the dissenting Class, the test sets different standards, depending on the type of Claims or Interests in such class:

a. Unsecured Creditors. Either (i) each holder of an impaired unsecured claim receives or retains under the plan property of a value equal to the amount of its allowed claim, or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

b. Equity Interests. Either (i) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (a) the fixed liquidation preference or redemption, if any, of such stock and (b) the value of the stock, or (ii) the holders of interests that are junior to the equity interests of the dissenting class will not receive or retain any property under the plan.

These requirements are in addition to other requirements established by case law interpreting the statutory requirements. The Debtors believe the Plan satisfies both the "no unfair discrimination" requirement and the "fair and equitable" requirement.

XII. ALTERNATIVES TO THE PLAN

The Debtors have evaluated several alternatives to the Plan, including liquidation under chapter 7 of the Bankruptcy Code. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are (i) liquidation of the Debtors under 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 XI hereof.

The Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the 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 Plan is not confirmed, the Debtors (or, because the Debtors' exclusive period in which to file a chapter 11 plan will expire 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, including the litigation pending among the Debtors, JPMC, the FDIC Receiver, and FDIC Corporate. With respect to an alternative plan, the Debtors have explored various alternatives in connection with the formulation and development of the Plan. The Debtors believe that the Plan, as described herein, which embodies the Global Settlement Agreement, enables creditors to realize the most value under the circumstances and is in the best interests of their estates and creditors. Having carefully considered the merits of each of their claims against JPMC, the FDIC Receiver, and FDIC Corporate, and the defenses and counterclaims of such parties, the Debtors have determined that entering into the Global Settlement Agreement is the best way to secure considerable value for their estates as opposed to proceeding with expensive, protracted litigation with no certainty of any additional gain. In the absence of the Global Settlement Agreement, the Debtors would be forced to continue to prosecute the litigation pending among their estates, JPMC, the FDIC Receiver, and FDIC Corporate, which would result in a significant increase in administrative expenses for professional fees and expose the Debtors to the risk of ultimately obtaining less net value for their estates and creditors.

Accordingly, the Debtors believe that any alternative chapter 11 plan, especially one that does not incorporate the Global Settlement Agreement, is a much less attractive alternative for their estates and creditors.

Exhibit A

The Plan

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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

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

WEIL, GOTSHAL & MANGES LLP
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- and -

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Dated: May 21, 2010

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 1

1.1 Acquisition JPMC Entities 1
1.2 Actions 1
1.3 Additional Common Stock 1
1.4 Admin Account 1
1.5 Administrative Claim Bar Date 1
1.6 Administrative Expense Claim 1
1.7 Affiliate 2
1.8 Affiliated Banks 2
1.9 Allowed Administrative Expense Claim 2
1.10 Allowed CCB-1 Guarantees Claim 2
1.11 Allowed CCB-2 Guarantees Claim 2
1.12 Allowed Claim 2
1.13 Allowed Convenience Claim 3
1.14 Allowed General Unsecured Claim 3
1.15 Allowed JPMC Assumed Liability Claim 3
1.16 Allowed PIERS Claim 3
1.17 Allowed Priority Non-Tax Claim 3
1.18 Allowed Priority Tax Claim 3
1.19 Allowed Senior Notes Claim 3
1.20 Allowed Senior Subordinated Notes Claim 3
1.21 Allowed Subordinated Claim 3
1.22 Allowed Trustee Claim 3
1.23 Allowed WMB Vendor Claim 3
1.24 Allowed WMI Vendor Claim 3
1.25 American Savings Escrow Funds 3
1.26 American Savings Litigation 3
1.27 Anchor Litigation 4
1.28 Appaloosa Parties 4
1.29 Assets 4
1.30 Aurelius Parties 4
1.31 Avoidance Actions 4
1.32 Ballot 4
1.33 Ballot Date 4
1.34 Bank Bondholder Claims 4
1.35 Bankruptcy Code 4
1.36 Bankruptcy Court 5
1.37 Bankruptcy Rules 5
1.38 Bankruptcy Stay Motions 5
1.39 BB Liquidating Trust Interests 5
1.40 Benefit Plan 5
1.41 BKK Liabilities 5

TABLE OF CONTENTS
(continued)

Page

1.42 BKK Litigation 5
1.43 BKK Proofs of Claim 5
1.44 Bond Claim 6
1.45 Bond Indemnity 6
1.46 Bonding Companies 6
1.47 Bonds 6
1.48 Business Day 6
1.49 Cash 6
1.50 Cash Equivalents 6
1.51 Causes of Action 6
1.52 CCB-1 Guarantees 7
1.53 CCB-1 Guarantees Claim 7
1.54 CCB-1 Guarantee Agreements 7
1.55 CCB-1 Trustee 7
1.56 CCB-2 Guarantees 7
1.57 CCB-2 Guarantees Claim 7
1.58 CCB-2 Guarantee Agreements 7
1.59 CCB-2 Trustees 7
1.60 Centerbridge Parties 7
1.61 Chapter 11 Cases 7
1.62 Claim 7
1.63 Class 8
1.64 Common Equity Interest 8
1.65 Confirmation Date 8
1.66 Confirmation Hearing 8
1.67 Confirmation Order 8
1.68 Convenience Claim 8
1.69 Creditor 8
1.70 Creditor Cash 8
1.71 Creditors' Committee 9
1.72 Debtors 9
1.73 Debtors' Claims 9
1.74 Debtors in Possession 9
1.75 Dime Inc. 9
1.76 Dime Warrants 9
1.77 Disbursing Agent 9
1.78 Disclosure Statement 10
1.79 Disclosure Statement Order 10
1.80 Disputed Accounts 10
1.81 Disputed Claim 10
1.82 Distribution Record Date 10
1.83 Effective Date 10

TABLE OF CONTENTS
(continued)

Page

1.84 Entity 10
1.85 Equity Committee 10
1.86 Equity Committee Adversary Proceeding 10
1.87 Equity Committee Action to Compel 10
1.88 Equity Interest 10
1.89 FDIC Claim 11
1.90 FDIC Corporate 11
1.91 FDIC Receiver 11
1.92 FDIC Stay Relief Motion 11
1.93 Final Order 11
1.94 FSB 11
1.95 General Unsecured Claim 11
1.96 Global Settlement Agreement 12
1.97 Guarantee Agreements 12
1.98 Indentures 12
1.99 Information Demands 12
1.100 Intercompany Claim 12
1.101 Intercompany Notes 12
1.102 IRC 12
1.103 IRS 12
1.104 JPMC 12
1.105 JPMC Action 12
1.106 JPMC Allowed Unsecured Claim 12
1.107 JPMC Assumed Liabilities 13
1.108 JPMC Assumed Liability Claim 13
1.109 JPMC Claims 13
1.110 JPMC Entities 13
1.111 JPMC Policies 13
1.112 JPMC Rabbi Trust/Policy Claim 13
1.113 JPMC Rabbi Trusts 13
1.114 Junior Subordinated Notes Indenture 14
1.115 Lakeview Plan 14
1.116 Lien 14
1.117 Liquidating Trust 14
1.118 Liquidating Trust Agreement 14
1.119 Liquidating Trust Assets 14
1.120 Liquidating Trust Beneficiaries 14
1.121 Liquidating Trust Claims Reserve 15
1.122 Liquidating Trustee 15
1.123 Liquidating Trust Interests 15
1.124 Local Bankruptcy Rules 15
1.125 Non-Subordinated Bank Bondholder Claims 15

TABLE OF CONTENTS
(continued)

Page

1.126 Other Benefit Plan Claim 15
1.127 Other Subordinated Claim 15
1.128 Owl Creek Parties 15
1.129 Penalty Claim 15
1.130 Person 16
1.131 Petition Date 16
1.132 PIERS Claim 16
1.133 PIERS Common Securities 16
1.134 PIERS Guarantee Agreement 16
1.135 PIERS Preferred Securities 16
1.136 PIERS Trust Agreement 16
1.137 PIERS Subscription Rights 16
1.138 PIERS Trustee: 16
1.139 Plan 16
1.140 Plan Contribution Assets 16
1.141 Plan Supplement 17
1.142 Postpetition Interest Claim 17
1.143 Preferred Equity Interest 17
1.144 Priority Non-Tax Claim 17
1.145 Priority Tax Claim 17
1.146 Privileges 17
1.147 Pro Rata Share 17
1.148 Purchase and Assumption Agreement 18
1.149 Qualified Holder 18
1.150 Qualified Plan Claim 18
1.151 Receivership 18
1.152 Registry Funds 18
1.153 REIT Series 18
1.154 Related Actions 18
1.155 Related Persons 18
1.156 Released Claims 18
1.157 Released Parties 19
1.158 Reorganized Common Stock 19
1.159 Reorganized Debtors 19
1.160 Reorganized Debtors By-Laws 19
1.161 Reorganized Debtors Certificates of Incorporation 19
1.162 Reorganized WMI 19
1.163 Rights Offering 19
1.164 Rights Offering Agent 19
1.165 Rights Offering Expiration Date 20
1.166 Rights Offering Record Date 20
1.167 Rights Offering Trust Account 20

TABLE OF CONTENTS
(continued)

Page

1.168 Rule 2004 Inquiry 20
1.169 Rule 2019 Appeal 20
1.170 Schedules 20
1.171 Senior Notes 20
1.172 Senior Notes Claim 20
1.173 Senior Notes Indenture 20
1.174 Senior Notes Indenture Trustee 20
1.175 Senior Subordinated Notes 21
1.176 Senior Subordinated Notes Claim 21
1.177 Senior Subordinated Notes Indenture 21
1.178 Senior Subordinated Notes Indenture Trustee 21
1.179 Settlement Note Holders 21
1.180 Stock Trading Order 21
1.181 Subordinated Bank Bondholder Claims 21
1.182 Subordinated Claim 21
1.183 Subordination Model 21
1.184 Subscription Expiration Date 22
1.185 Subscription Form 22
1.186 Subscription Purchase Price 22
1.187 Subscription Right 22
1.188 Tax Authority 22
1.189 Taxes 22
1.190 Tax Refunds 22
1.191 Tax Return 22
1.192 Texas Litigation 22
1.193 Transferred Intellectual Property 22
1.194 Treasury Regulations 22
1.195 Trust Advisory Board 23
1.196 Trustee Claims 23
1.197 Trustee Distribution Expenses 23
1.198 Trustees 23
1.199 Trust Preferred Securities 23
1.200 Trust Preferred Trustees 23
1.201 Turnover Action 23
1.202 Unidentified Intellectual Property 23
1.203 Unsecured Claim 24
1.204 Vendor Escrow 24
1.205 Visa Claims 24
1.206 Visa Shares 24
1.207 Voting Nominee 24
1.208 Voting Record Date 24
1.209 WaMu Pension Plan 24

TABLE OF CONTENTS
(continued)

Page

1.210 WMB 24
1.211 WMB Intellectual Property 24
1.212 WMB Vendor Claim 24
1.213 WMI 24
1.214 WMI Accounts 25
1.215 WMI Action 25
1.216 WMI Entities 25
1.217 WMI Intellectual Property 25
1.218 WMI Investment 25
1.219 WMI Medical Plan 25
1.220 WMI Medical Plan Claim 25
1.221 WMI Policies 25
1.222 WMI Rabbi Trust 25
1.223 WMI Vendor Claim 25
1.224 WMI/WMB Intercompany Claim 25
1.225 WMMRC 25
1.226 Other Definitions 25

ARTICLE II COMPROMISE AND SETTLEMENT OF DISPUTES 26

2.1 Compromise, Settlement and Sale 26

ARTICLE III PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS 29

3.1 Administrative Expense Claims 29
3.2 Professional Compensation and Reimbursement Claims 30
3.3 Priority Tax Claims 30
3.4 Statutory Fees 30

ARTICLE IV CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS 30

4.1 Class 1 Priority Non-Tax Claims 30
4.2 Class 2 Senior Notes Claims 30
4.3 Class 3 Senior Subordinated Notes Claims 30
4.4 Class 4 WMI Medical Plan Claims 30
4.5 Class 5 JPMC Rabbi Trust/Policy Claims 30
4.6 Class 6 Other Benefit Plan Claims 30
4.7 Class 7 Qualified Plan Claims 30
4.8 Class 8 WMB Vendor Claims 30
4.9 Class 9 Visa Claims 31
4.10 Class 10 Bond Claims 31
4.11 Class 11 WMI Vendor Claims 31
4.12 Class 12 General Unsecured Claims 31
4.13 Class 13 Convenience Claims 31
4.14 Class 14 CCB-1 Guarantees Claims 31

TABLE OF CONTENTS
(continued)

Page

4.15 Class 15 CCB-2 Guarantees Claims 31
4.16 Class 16 PIERS Claims 31
4.17 Class 17 Non-Subordinated Bank Bondholder Claims 31
4.18 Class 18 Subordinated Claims 31
4.19 Class 19 REIT Series 31
4.20 Class 20 Preferred Equity Interests 31
4.21 Class 21 Dime Warrants 31
4.22 Class 22 Common Equity Interests 31

ARTICLE V PROVISION FOR TREATMENT OF PRIORITY NON-TAX CLAIMS (CLASS 1) 31

5.1 Payment of Allowed Priority Non-Tax Claims 31

ARTICLE VI PROVISION FOR TREATMENT OF SENIOR NOTES CLAIMS (CLASS 2) 31

6.1 Treatment of Senior Notes Claims 31
6.2 Right of Election 32
6.3 Limitation on Recovery 33

ARTICLE VII PROVISION FOR TREATMENT OF SENIOR SUBORDINATED NOTES CLAIMS (CLASS 3) 33

7.1 Treatment of Senior Subordinated Notes Claims 33
7.2 Right of Election 34
7.3 Limitation on Recovery 34

ARTICLE VIII PROVISION FOR TREATMENT OF WMI MEDICAL PLAN CLAIMS (CLASS 4) 35

8.1 Treatment of WMI Medical Plan Claims 35

ARTICLE IX PROVISION FOR TREATMENT OF JPMC RABBI TRUST/POLICY CLAIMS (CLASS 5) 35

9.1 Treatment of JPMC Rabbi Trust/Policy Claims 35

ARTICLE X PROVISION FOR TREATMENT OF OTHER BENEFIT PLAN CLAIMS (CLASS 6) 35

10.1 Treatment of Other Benefit Plan Claims 35

ARTICLE XI PROVISION FOR TREATMENT OF QUALIFIED PLAN CLAIMS (CLASS 7) 35

11.1 Treatment of Qualified Plan Claims 35

ARTICLE XII PROVISION FOR TREATMENT OF WMB VENDOR CLAIMS (CLASS 8) 36

12.1 Treatment of WMB Vendor Claims 36

TABLE OF CONTENTS
(continued)

Page

ARTICLE XIII PROVISION FOR TREATMENT OF VISA CLAIMS (CLASS 9) 36

13.1 Treatment of Visa Claims 36

ARTICLE XIV PROVISION FOR TREATMENT OF BOND CLAIMS (CLASS 10) 36

14.1 Treatment of Bond Claims 36

ARTICLE XV PROVISION FOR TREATMENT OF WMI VENDOR CLAIMS (CLASS 11) 36

15.1 Treatment of WMI Vendor Claims 36

ARTICLE XVI PROVISION FOR TREATMENT OF GENERAL UNSECURED CLAIMS (CLASS 12) 36

16.1 Treatment of General Unsecured Claims 36
16.2 Right of Election 37
16.3 Limitation on Recovery 37
16.4 Allowed Claims of Fifty Thousand Dollars ($50,000.00) or More/Election to be Treated as a Convenience Claim 37

ARTICLE XVII PROVISION FOR TREATMENT OF CONVENIENCE CLAIMS (CLASS 13) 38

17.1 Treatment of Convenience Claims 38

ARTICLE XVIII PROVISION FOR TREATMENT OF CCB-1 GUARANTEES CLAIMS (CLASS 14) 38

18.1 Treatment of CCB-1 Guarantees Claims 38
18.2 Right of Election 39
18.3 Limitation on Recovery 39

ARTICLE XIX PROVISION FOR TREATMENT OF CCB-2 GUARANTEES CLAIMS (CLASS 15) 40

19.1 Treatment of CCB-2 Guarantees Claims 40
19.2 Right of Election 41
19.3 Limitation on Recovery 41

ARTICLE XX PROVISION FOR TREATMENT OF PIERS CLAIMS (CLASS 16) 41

20.1 Treatment of PIERS Claims 41
20.2 Right of Election 42
20.3 Limitation on Recovery 43
20.4 Subscription Rights 43

TABLE OF CONTENTS
(continued)

Page

ARTICLE XXI PROVISION FOR TREATMENT OF NON-SUBORDINATED BANK BONDHOLDER CLAIMS (CLASS 17) 43

21.1 Treatment of Non-Subordinated Bank Bondholder Claims 43

ARTICLE XXII PROVISION FOR TREATMENT OF SUBORDINATED CLAIMS (CLASS 18) 44

22.1 Treatment of Subordinated Claims 44
22.2 Limitation on Recovery 44

ARTICLE XXIII PROVISION FOR TREATMENT OF REIT SERIES (CLASS 19) 44

23.1 Treatment of REIT Series 44
23.2 Cancellation of REIT Series 44

ARTICLE XXIV PROVISION FOR TREATMENT OF PREFERRED EQUITY INTERESTS (CLASS 20) 45

24.1 Treatment of Preferred Equity Interests 45
24.2 Cancellation of Preferred Equity Interests 45

ARTICLE XXV PROVISION FOR TREATMENT OF DIME WARRANTS (CLASS 21) 45

25.1 Cancellation of Dime Warrants 45

ARTICLE XXVI PROVISION FOR TREATMENT OF COMMON EQUITY INTERESTS (CLASS 22) 45

26.1 Cancellation of Common Equity Interests 45

ARTICLE XXVII PROVISION FOR TREATMENT OF DISPUTED CLAIMS 45

27.1 Objections to Claims; Prosecution of Disputed Claims 45
27.2 Estimation of Claims 46
27.3 Payments and Distributions on Disputed Claims 46

ARTICLE XXVIII THE LIQUIDATING TRUST 47

28.1 Execution of Liquidating Trust Agreement 47
28.2 Purpose of the Liquidating Trust 47
28.3 Liquidating Trust Assets 47
28.4 Administration of the Liquidating Trust 48
28.5 The Liquidating Trustee 48
28.6 Role of the Liquidating Trustee 48
28.7 Liquidating Trustee's Tax Power for Debtors 48
28.8 Transferability of Liquidating Trust Interests 49
28.9 Cash 50
28.10 Distribution of Liquidating Trust Assets 50
28.11 Costs and Expenses of the Liquidating Trust 50

TABLE OF CONTENTS
(continued)

Page

28.12 Compensation of the Liquidating Trustee 50
28.13 Retention of Professionals/Employees by the Liquidating Trustee 50
28.14 Federal Income Tax Treatment of the Liquidating Trust 51
28.15 Indemnification of Liquidating Trustee 54
28.16 Privileges and Obligation to Respond to Ongoing Investigations 54

ARTICLE XXIX PROSECUTION AND EXTINGUISHMENT OF CLAIMS HELD BY THE DEBTORS 55

29.1 Prosecution of Claims 55

ARTICLE XXX ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS 56

30.1 Impaired Classes to Vote 56
30.2 Acceptance by Class of Creditors 56
30.3 Cramdown 56

ARTICLE XXXI IDENTIFICATION OF CLAIMS AND EQUITY INTERESTS IMPAIRED AND NOT IMPAIRED BY THE PLAN 56

31.1 Impaired and Unimpaired Classes 56
31.2 Impaired Classes Entitled to Vote on Plan 56
31.3 Equity Interests Deemed to Reject 56
31.4 Claims Deemed to Accept 56
31.5 Controversy Concerning Impairment 56

ARTICLE XXXII PROVISIONS GOVERNING DISTRIBUTIONS 57

32.1 Time and Manner of Distributions 57
32.2 Timeliness of Payments 57
32.3 Distributions by the Disbursing Agent 57
32.4 Manner of Payment under the Plan 58
32.5 Delivery of Distributions 58
32.6 Undeliverable Distributions 58
32.7 Withholding and Reporting Requirements 59
32.8 Time Bar to Cash Payments 59
32.9 Distributions After Effective Date 60
32.10 Setoffs 60
32.11 Allocation of Plan Distributions Between Principal and Interest 60
32.12 Certain Trustee Fees and Expenses 60
32.13 Distribution Record Date 61

ARTICLE XXXIII MEANS OF IMPLEMENTATION 61

33.1 Incorporation and Enforcement of the Settlement Agreement 61
33.2 Intercompany Claims 61

TABLE OF CONTENTS
(continued)

Page

33.3 Merger/Dissolution/Consolidation 61
33.4 Cancellation of Existing Securities and Agreements 61
33.5 Claims of Subordination 62
33.6 Surrender of Instruments 62
33.7 Issuance of Reorganized Common Stock and Additional Common Stock 63
33.8 Exemption from Securities Laws 63
33.9 Hart-Scott-Rodino Compliance 63
33.10 Fractional Stock or Other Distributions 63

ARTICLE XXXIV RIGHTS OFFERING 63

34.1 Issuance of Subscription Rights 63
34.2 Subscription Period 63
34.3 Subscription Purchase Price 64
34.4 Exercise of Subscription Rights 64
34.5 General Procedures Governing Exercise of Subscription Rights 64
34.6 Oversubscription 64
34.7 Distribution of the Additional Common Stock 65
34.8 No Interest 65
34.9 Disputes/Defects Regarding Exercise of Subscription Rights 65
34.10 Return of Unused Funds 65

ARTICLE XXXV CREDITORS' COMMITTEE/EQUITY COMMITTEE 65

35.1 Dissolution of the Creditors' Committee 65
35.2 Dissolution of the Equity Committee 66

ARTICLE XXXVI EXECUTORY CONTRACTS AND UNEXPIRED LEASES 66

36.1 Rejection or Assumption of Remaining Executory Contracts and Unexpired Leases 66
36.2 Approval of Rejection or Assumption of Executory Contracts and Unexpired Leases 67
36.3 Inclusiveness 67
36.4 Cure of Defaults 67
36.5 Rejection Damage Claims 67
36.6 Indemnification and Reimbursement Obligations 68
36.7 Termination of Benefit Plans 68
36.8 Termination of Vendor Stipulation 68

ARTICLE XXXVII RIGHTS AND POWERS OF DISBURSING AGENT 68

37.1 Exculpation 68
37.2 Powers of the Disbursing Agent 69
37.3 Fees and Expenses Incurred From and After the Effective Date 69

TABLE OF CONTENTS
(continued)

Page

ARTICLE XXXVIII CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN 69

38.1 Conditions Precedent to Confirmation of the Plan 69
38.2 Waiver of Conditions Precedent to Confirmation 70

ARTICLE XXXIX CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN 71

39.1 Conditions Precedent to Effective Date of the Plan 71
39.2 Waiver of Conditions Precedent 71

ARTICLE XL RETENTION OF JURISDICTION 71

40.1 Retention of Jurisdiction 71

ARTICLE XLI MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN 73

41.1 Modification of Plan 73
41.2 Revocation or Withdrawal 74
41.3 Amendment of Plan Documents 74
41.4 No Admission of Liability 74

ARTICLE XLII CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTORS 75

42.1 Corporate Action 75
42.2 Reincorporation 75
42.3 Amendment of Articles of Incorporation and By-Laws 75
42.4 Directors of the Reorganized Debtors 75
42.5 Officers of the Reorganized Debtors 76
42.6 Shareholders' Agreement 76

ARTICLE XLIII MISCELLANEOUS PROVISIONS 76

43.1 Title to Assets 76
43.2 Discharge and Release of Claims and Termination of Equity Interests 76
43.3 Injunction on Claims 77
43.4 Integral to Plan 78
43.5 Releases by the Debtors 78
43.6 Releases by Holders of Claims and Equity Interests 79
43.7 Injunction Related to Releases 80
43.8 Exculpation 80
43.9 Bar Order 80
43.10 Deemed Consent 81
43.11 No Waiver 81
43.12 Supplemental Injunction 81
43.13 Term of Existing Injunctions or Stays 82

TABLE OF CONTENTS
(continued)

Page

43.14 Payment of Statutory Fees 82
43.15 Post-Effective Date Fees and Expenses 82
43.16 Exemption from Transfer Taxes 82
43.17 Withdrawal of Equity Committee Proceedings 83
43.18 Payment of Fees and Expenses of Certain Creditors 83
43.19 Severability 83
43.20 Governing Law 84
43.21 Notices 84
43.22 Closing of Case 84
43.23 Section Headings 85
43.24 Inconsistencies 86

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 **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.

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

1.3 **Additional Common Stock**: The 4,000,000 additional shares of duly authorized common stock of Reorganized WMI to be issued as of the Effective Date or as soon thereafter as is practicable on account of the Rights Offering, with a par value of $25.00 per share.

1.4 **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).

1.5 **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.

1.6 **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.

1.7 **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.

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

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

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

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

1.12 **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.

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

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

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

1.16 **Allowed PIERS Claim**: A PIERS Claim, to the extent set forth on Exhibit "C" hereto.

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

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

1.19 **Allowed Senior Notes Claim**: A Senior Notes Claim, to the extent set forth on Exhibit "D" hereto.

1.20 **Allowed Senior Subordinated Notes Claim**: A Senior Subordinated Notes Claim, to the extent set forth on Exhibit "E" hereto.

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

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

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

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

1.25 **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.

1.26 **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.

1.27 **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.

1.28 **Appaloosa Parties:** Appaloosa Management L.P. on behalf of Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., Thoroughbred Master Ltd., and any other Affiliates who own securities issued by and/or have direct or indirect Claims against WMI.

1.29 **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.

1.30 **Aurelius Parties:** Aurelius Capital Management, LP, on behalf of Aurelius Capital Partners, LP and Aurelius Investment, LLC, and any other Affiliates who own securities issued by and/or have direct or indirect Claims against WMI.

1.31 **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, including, without limitation, actions, settlements or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.

1.32 **Ballot**: The form distributed to each holder of an impaired Claim 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.

1.33 **Ballot Date**: The date 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.

1.34 **Bank Bondholder Claims**: Those certain proofs of claim filed against the Debtors and their chapter 11 estates by holders of funded indebtedness against WMB, which are listed on Exhibit "B" to the Global Settlement Agreement.

1.35 **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.

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

1.37 **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.

1.38 **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.

1.39 **BB Liquidating Trust Interests**: Those certain Liquidating Trust Interests that are receivable by holders of Non-Subordinated Bank Bondholder Claims, which interests, in the aggregate, represent an undivided percentage interest in the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, equal to 5.357% of the Homeownership Carryback Refund Amount; provided, however, that in no event shall the distribution to holders of Non-Subordinated Bank Bondholder Claims of Cash on account of BB Liquidating Trust Interests exceed One Hundred Fifty Million Dollars ($150,000,000.00) in the aggregate.

1.40 **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 "F" 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.

1.41 **BKK Liabilities:** Any and all liabilities and obligations of the WMI Entities (other than WMI Rainier) 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.

1.42 **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.

1.43 **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.

1.44 **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.

1.45 **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.

1.46 **Bonding Companies:** Safeco Insurance Company and such other insurance or bonding companies that issued Bonds pursuant to the Bond Indemnity.

1.47 **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.

1.48 **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.

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

1.50 **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.

1.51 **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 assented 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.

1.52 **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.

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

1.54 **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.

1.55 **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.

1.56 **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.

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

1.58 **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.

1.59 **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.

1.60 **Centerbridge Parties:** Centerbridge Partners, L.P., on behalf of Centerbridge Credit Advisors, LLC, Centerbridge Special Credit Advisors, LLC, and any other Affiliates who own securities issued by and/or have direct or indirect Claims against WMI.

1.61 **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.

1.62 **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.

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

1.64 **Common Equity Interest**: 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.

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

1.66 **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.

1.67 **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 satisfactory to the Debtors, JPMC, the Settlement Note Holders, the Creditors' Committee and the FDIC Receiver and FDIC Corporate.

1.68 **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 Non-Subordinated Bank Bondholder Claim, (xiii) a Subordinated Claim, (xiv) a Trustee Claim and (xv) 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.

1.69 **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.

1.70 **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 32.1 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 43.18 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 XXVIII 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.

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

1.72 **Debtors**: WMI and WMI Investment.

1.73 **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.

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

1.75 **Dime Inc. :** Dime Bancorp, Inc.

1.76 **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 now exchangeable for and into shares of Common Equity Interests in WMI upon certain conditions.

1.77 **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, Trustee Claims, and the fees and expenses owed to certain Creditors' professionals pursuant to Section 43.18 herein, in each case as of the Effective Date and (iv) Creditor Cash pursuant to Section 32.1 of the Plan, the Reorganized Debtors or to such other Entity designated in the Confirmation Order and (b) with respect to all subsequent distributions, the Liquidating Trustee or any Entity in its capacity as a disbursing agent.

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

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

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

1.81 **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.

1.82 **Distribution Record Date**: The Ballot Date.

1.83 **Effective Date**: The first (1st) Business Day on which (i) the Confirmation Order is a Final Order, (ii) all of the conditions precedent to confirmation of the Plan specified in Section 38.1 of the Plan shall have been satisfied or waived, as provided in Section 38.2 of the Plan, and (iii) all the conditions precedent to the effectiveness of the Plan specified in Section 39.1 of the Plan shall have been satisfied or waived as provided in Section 39.2 of the Plan.

1.84 **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.

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

1.86 **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).

1.87 **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 removed to the United States Bankruptcy Court for the Western District of Washington on May 13, 2010, and which currently is subject to a pending motion to transfer venue to the Bankruptcy Court.

1.88 **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.

1.89 **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.

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

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

1.92 **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.

1.93 **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.

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

1.95 **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 Non-Subordinated Bank Bondholder Claim, a Convenience Claim, a Subordinated 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.

1.96 **Global Settlement Agreement**: That certain Settlement Agreement, executed by and among the Debtors, JPMC, the FDIC Receiver, FDIC Corporate, the Settlement Note Holders, and the Creditors' Committee, 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 asserted 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 "H".

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

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

1.99 **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).

1.100 **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.

1.101 **Intercompany Notes**: Those certain intercompany notes set forth on Exhibit "V" to the Global Settlement Agreement.

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

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

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

1.105 **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).

1.106 **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.

1.107 **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.

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

1.109 **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.

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

1.111 **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.

1.112 **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.

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

1.114 **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, as Trustee.

1.115 **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.

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

1.117 **Liquidating Trust**: The Entity to be created on or after the Confirmation Date in accordance with the provisions of Article XXVIII hereof and the Liquidating Trust Agreement, for the benefit of 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, Non-Subordinated Bank Bondholder Claims, Allowed Subordinated Claims and, in certain circumstances, Preferred Equity Interests and REIT Series, in accordance with the terms and provisions of the Plan.

1.118 **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.

1.119 **Liquidating Trust Assets**: From and after the Effective Date, all Assets of the Debtors (including, without limitation, certain Plan Contribution Assets) 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 43.18 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) Creditor Cash on the Effective Date, (iv) the equity interests in 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, and (v) Cash received on account of the Rights Offering.

1.120 **Liquidating Trust Beneficiaries**: The 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, Non-Subordinated Bank Bondholder Claims, and, in certain circumstances, Allowed Subordinated Claims, Preferred Equity Interests and REIT Series, 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).

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

1.122 **Liquidating Trustee**: William C. Kosturos and such additional trustee(s) as may be appointed by the Trust Advisory Board in accordance with applicable law.

1.123 **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 XXVIII 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 Non-Subordinated Bank Bondholder Claims and (ii) for purposes of distributing Liquidating Trust Interests, "Pro Rata Share" shall not include the BB Liquidating Trust Interests.

1.124 **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.

1.125 **Non-Subordinated Bank Bondholder Claims**: Bank Bondholder Claims, to the extent they are not Subordinated Bank Bondholder Claims.

1.126 **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.

1.127 **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 REIT Series, Preferred Equity Interests, or Common Equity Interests, as appropriate.

1.128 **Owl Creek Parties:** 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., Owl Creek Asia Master Fund, Ltd. and any other Affiliates who own securities issued by and/or have direct or indirect Claims against WMI.

1.129 **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.

1.130 **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.

1.131 **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.

1.132 **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.

1.133 **PIERS Common Securities**: The common securities set forth on Exhibit "C" hereto.

1.134 **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.

1.135 **PIERS Preferred Securities**: The preferred securities set forth on Exhibit "C" hereto.

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

1.137 **PIERS Subscription Rights:** The 4,000,000 Subscription Rights allocated to holders of PIERS Claims, to be purchased pursuant to the Rights Offering on the terms and subject to the conditions set forth in Article XXXIV of the Plan.

1.138 **PIERS Trustee**: Wells Fargo Bank, National Association, solely in its capacity as successor in interest to The Bank of New York Mellon Trust Company, 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.

1.139 **Plan**: This 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.

1.140 **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.

1.141 **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, (iii) the Reorganized Debtors' Certificates of Incorporation, and (iv) a list of executory contracts and unexpired leases to be rejected pursuant to Section 36.1 of the Plan which, in each case, shall be in form and substance satisfactory to the Settlement Note Holders and the Creditors' Committee. 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.

1.142 **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 Petition Date up to and including the date of final payment in full of such Allowed Claim, calculated at the contract rate set forth in any agreement related to such Allowed Claim or, if no such rate or contract exists, at the federal judgment rate, provided that interest shall continue to accrue only on the then outstanding and unpaid obligation or liability, including any Postpetition Interest Claim thereon, that is the subject of an Allowed Claim.

1.143 **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 and (ii) Series R Non-Cumulative Perpetual Convertible Preferred Stock, but not including the REIT Series.

1.144 **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.

1.145 **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.

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

1.147 **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, Non-Subordinated Bank Bondholder 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. With respect to Equity Interests (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, notwithstanding the foregoing, for purposes of redistributing Liquidating Trust Interests, "Pro Rata Share" shall not include Dime Warrants or Common Equity Interests.

1.148 **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.

1.149 **Qualified Holder**: A holder of an Allowed General Unsecured Claim who is (i) a qualified institutional buyer and (ii) holds Allowed General Unsecured Claims in an aggregate amount in excess of $4,000,000.

1.150 **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.

1.151 **Receivership:** WMB's receivership.

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

1.153 **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.

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

1.155 **Related Persons:** With respect to any Entity, such predecessors, successors and assigns (whether by operation of law or otherwise) and their respective present and former Affiliates and each of their respective current and former members, partners, equity holders, officers, directors, employees, managers, shareholders, 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 excluding the "Excluded Parties," as such term is defined in the Global Settlement Agreement.

1.156 **Released Claims:** Collectively, to the extent provided in the Global Settlement Agreement, (a) any and all WMI Released Claims, JPMC Released Claims, FDIC Released Claims, Settlement Note Released Claims and Creditors' Committee Released Claims,

in each case to the extent provided and defined in the Global Settlement Agreement and (b) any and all Claims released or deemed to be released pursuant to the Plan, in each case pursuant to clauses (a) and (b) above, to the extent any such Claims arise in, relate to or have been or could have been asserted (i) in the Chapter 11 Cases, the Receivership or the Related Actions, (ii) that otherwise arise from or relate to any act, omission, event or circumstance relating to any WMI Entity, or any current or former subsidiary of any WMI Entity, or (iii) that otherwise arise from or relate to the Receivership, the Purchase and Assumption Agreement, the Chapter 11 Cases, the 363 Sale and Settlement as defined in the Global Settlement Agreement, the Plan and the negotiations and compromises set forth in the Global Agreement and the Plan, excluding however, in the case of clauses (a) and (b) hereof, and subject to the provisions of Section 3.8 of the Global Settlement Agreement, 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, and any and all claims held by Entities against WMB, FDIC Corporate, and/or FDIC Receiver in the Receivership; provided, however that "Released Claims" shall not include 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.

1.157 **Released Parties:** Collectively, each of the WMI Entities, WMB, each of the Debtors' estates, the Reorganized Debtors, the Creditors' Committee and each of its members in their capacity as members of the Creditors' Committee, the Trustees, the Liquidating Trust, the Liquidating Trustee, the JPMC Entities, the Settlement Note Holders, the FDIC Receiver and FDIC Corporate, and each of the foregoing parties' respective Related Persons.

1.158 **Reorganized Common Stock**: The 5,600,000 shares of duly authorized common stock of Reorganized WMI to be issued as of the Effective Date, with a par value of $25.00 per share.

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

1.160 **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 Settlement Note Holders and the Creditors' Committee.

1.161 **Reorganized Debtors Certificates of Incorporation**: The respective Certificates of Incorporation 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 Settlement Note Holders and the Creditors' Committee.

1.162 **Reorganized WMI**: WMI, on and after the Effective Date, which shall include 100% of the equity interests of WMI Investment, WMMRC and WMB.

1.163 **Rights Offering**: The offering of the Subscription Rights to holders of Allowed PIERS Claims, as described in Article XXXIV of the Plan.

1.164 **Rights Offering Agent**: Kurtzman Carson Consultants.

1.165 **Rights Offering Expiration Date**: The date that is six (6) months from the date of the Effective Date.

1.166 **Rights Offering Record Date**: The Voting Record Date.

1.167 **Rights Offering Trust Account**: The trust account or similarly segregated account or accounts maintained by the Debtors in accordance with Section 34.4 of the Plan, which account shall be separate and apart from the Debtors' general operating funds and/or any other funds subject to any Lien or any cash collateral arrangement, and which account shall be for the sole benefit of Reorganized WMI.

1.168 **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.

1.169 **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.

1.170 **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.

1.171 **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 "D" hereto.

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

1.173 **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, as Trustee.

1.174 **Senior Notes Indenture Trustee**: The Bank of New York Mellon Trust Company, 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.

1.175 **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 "E" hereto.

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

1.177 **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, as Trustee.

1.178 **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, 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.

1.179 **Settlement Note Holders:** Each of the Appaloosa Parties, the Centerbridge Parties, the Owl Creek Parties, and the Aurelius Parties, and certain funds managed by such parties.

1.180 **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].

1.181 **Subordinated Bank Bondholder Claims**: Bank Bondholder Claims, to the extent determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code.

1.182 **Subordinated Claim**: A Penalty Claim, an Other Subordinated Claim, or a Subordinated Bank Bondholder Claim.

1.183 **Subordination Model**: The model developed by Alvarez & Marsal LLC for the Debtors, a copy of which is attached hereto as Exhibit "G," 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; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code; provided further that any disagreement with the priorities or distributions set forth in the Subordination Model shall be raised prior to, and decided at, the Confirmation

Hearing, and all issues with respect to contractual subordination not resolved at the Confirmation Hearing shall be governed pursuant to the Subordination Model.

1.184 **Subscription Expiration Date**: The Ballot Date, which shall be the final date by which holders of Subscription Rights, as of the Rights Offering Record Date, may elect to subscribe to the Rights Offering.

1.185 **Subscription Form**: The form to be used by holders of Subscription Rights to exercise such Subscription Rights.

1.186 **Subscription Purchase Price**: $25.00 per share.

1.187 **Subscription Right**: The right to subscribe for one share of Additional Common Stock at the Subscription Purchase Price on the terms and subject to the conditions set forth in Article XXXIV of the Plan.

1.188 **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.

1.189 **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.

1.190 **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.

1.191 **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.

1.192 **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.

1.193 **Transferred Intellectual Property:** The intellectual property listed on Exhibit "W" to the Global Settlement Agreement.

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

1.195 **Trust Advisory Board:** The trust advisory board provided for in the Liquidating Trust Agreement, to be selected jointly by the Debtors, the Creditors' Committee, and the Settlement Note Holders, which board shall have an oversight function with respect to the Liquidating Trust, and the composition of which may change only in accordance with the Liquidating Trust Agreement.

1.196 **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 reasonable fees and expenses, including, without limitation, reasonable attorneys' fees and expenses.

1.197 **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.

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

1.199 **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.

1.200 **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.

1.201 **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).

1.202 **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.

1.203 **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.

1.204 **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.

1.205 **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.

1.206 **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.

1.207 **Voting Nominee**: The bank, broker, or other voting nominee of each holder of Subscription Rights.

1.208 **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.

1.209 **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.

1.210 **WMB**: Washington Mutual Bank.

1.211 **WMB Intellectual Property:** The intellectual property listed on Exhibit "X" to the Global Settlement Agreement.

1.212 **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.

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

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

1.215 **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.

1.216 **WMI Entities:** WMI, WMI Investment, 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 2001.

1.217 **WMI Intellectual Property:** The intellectual property listed on Exhibit "Y" to the Global Settlement Agreement.

1.218 **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.

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

1.220 **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.

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

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

1.223 **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.

1.224 **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.

1.225 **WMMRC**: WM Mortgage Reinsurance Company.

1.226 **Other Definitions**: Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan that is defined in the Bankruptcy Code shall have the meaning assigned to that term in the Bankruptcy Code. Unless otherwise specified, (a) all section, schedule, or exhibit references in the Plan are to the respective section in, article of, or schedule or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time and (b) all references to dollars are to the lawful currency of the

United States of America. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II

COMPROMISE AND SETTLEMENT OF DISPUTES

2.1 **Compromise, Settlement and Sale**: Pursuant to sections 363, 365, 1123(a)(5) and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, the Plan incorporates, and is expressly conditioned upon the approval and effectiveness of, the sale, free and clear of all Liens, Claims and encumbrances, of the Debtors' rights to and interests in certain of the Plan Contribution Assets and the compromise and settlement by and among the Debtors, JPMC, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders, 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 the issues in dispute among the Debtors, JPMC, the FDIC Receiver, FDIC Corporate and the Settlement Note Holders, including, among other issues, resolution of all Related Actions. Without limiting the foregoing, the following describes certain of the principal provisions of the Global Settlement Agreement, but 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; provided, however, that, 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.

(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 (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, JPMC shall assume the BKK Liabilities, and shall defend the Debtors against and reimburse the Debtors for any distribution on account of the BKK Proofs of Claims 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 XLIII 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 to the Disbursing Agent, for distribution to the REIT Series holders (i) Fifty Million Dollars ($50,000,000.00) or (ii) at the election of JPMC, registered and otherwise tradable shares of common stock of JPMC having a value as of the Effective Date in the amount of Fifty Million Dollars ($50,000,000.00).

(i) Releases. The releases provided in Article XLIII 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**: 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.

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
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 17	Non-Subordinated Bank Bondholder Claims
4.18	Class 18	Subordinated Claims
4.19	Class 19	REIT Series
4.20	Class 20	Preferred Equity Interests
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**: Commencing on the Effective Date, and subject to the right of election described in Section 6.2 below, each holder of an Allowed Senior Notes Claim shall receive, in full satisfaction, release and exchange of such holder's Allowed Senior Notes Claim and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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 (a) such holder's Allowed Senior Notes Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim. In addition, in accordance with the Subordination Model attached hereto as Exhibit "G", 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 Postpetition Interest Claim, redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code, except with respect to redistribution of Reorganized Common Stock to holders of Allowed Senior Notes Claims, which will have been specifically waived by such holders, as set forth below.

6.2 **Right of Election**: On the Ballot, each holder of an Allowed Senior Notes Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the Lien or priority rights of the Senior Notes Indenture Trustee; provided, however, that (a) each holder of an Allowed Senior Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims; (b) if all Allowed Senior Notes Claims and Postpetition Interest Claims on account of Allowed Senior Notes Claims are paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall not receive such stock and their election rights shall automatically be deemed cancelled; and (c) to the extent that all Allowed Senior Notes Claims and/or Postpetition Interest Claims on account of Allowed Senior Notes Claims are not paid in full, in Cash on the Effective Date, then holders of Allowed Senior Notes Claims who elected to receive Reorganized Common Stock shall only be entitled to receive Reorganized Common Stock with an aggregate value equal to any unpaid portion of their Allowed Senior Notes Claims and Postpetition Interest Claims in accordance with the Subordination Model attached hereto as Exhibit "G"; provided, however, that each holder of an Allowed Senior Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of (i) all Allowed Senior Notes Claims and Allowed General Unsecured Claims plus (ii) if such stock is being elected on account of Postpetition Interest Claims, all Postpetition Interest Claims in respect of Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a holder of an Allowed Senior Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. 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 as well

as a deemed waiver and relinquishment by such holder to receive redistributions of Reorganized Common Stock (but not a waiver or relinquishment of rights with respect to Cash, Creditor Cash or Liquidating Trust Interests) pursuant to the enforcement of applicable contractual subordination provisions in accordance with the Subordination Model attached hereto as Exhibit "G". 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 Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with Sections 6.1 and 6.2 and (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests 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 "G", are equal to or in excess of one hundred percent (100%) of such holder's Allowed Senior Notes Claim and Postpetition Interest Claim, then 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 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 "G".

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 right 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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that any distribution to holders of Allowed Senior Subordinated Notes Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to Section 7.2), 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 "G". In addition, in accordance with the Subordination Model attached hereto as Exhibit "G", 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 Postpetition Interest Claim, redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

7.2 **Right of Election**: On the Ballot, each holder of an Allowed Senior Subordinated Notes Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims and Allowed General Unsecured Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the Lien or priority rights of the Senior Subordinated Notes Indenture Trustee; provided, however, that each holder of an Allowed Senior Subordinated Notes Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Subordinated Notes Claims. To the extent a holder of an Allowed Senior Subordinated Notes Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed Senior Subordinated Notes Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. 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 Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with Sections 7.1 and 7.2, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests 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 "G", 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 Postpetition Interest Claim, then 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 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 "G".

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:** Commencing on the Effective Date, JPMC 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 **Treatment of General Unsecured Claims**: Commencing on the Effective Date, and subject to the right of election described in Section 16.2 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 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 XLIII 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 Reorganized Common Stock, pursuant to Section 16.2 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

16.2 **Right of Election**: On the Ballot, each holder of Allowed General Unsecured Claims who is a Qualified Holder shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (subject to adjustment based upon the amount of Reorganized Common Stock elected by holders of Allowed Senior Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan; provided, however, that each holder of an Allowed General Unsecured Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed Senior Notes Claims and Allowed General Unsecured Claims. To the extent a Qualified Holder elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed General Unsecured Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. Failure by any Qualified Holder to elect to exercise rights provided in this Section 16.2 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.

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 in accordance with Section 16.1 of the Plan, in the event that the sum of the distributions of Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with Section 16.1 and 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, then 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 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 "G".

16.4 **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 shall be deemed to be a vote in favor of the Plan and the releases set forth in Article XLIII of the 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.

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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that any distribution to holders of Allowed CCB-1 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to Section 18.2) shall be redistributed, 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 "G". In addition, in accordance with the Subordination Model attached hereto as Exhibit "G", 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 Postpetition Interest Claim, redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

18.2 **Right of Election**: On the Ballot, each holder of an Allowed CCB-1 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the Lien or priority rights of the CCB-1 Trustee; provided, however, that each holder of an Allowed CCB-1 Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-1 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-1 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. 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 Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with Sections 18.1 and 18.2, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests 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 "G", (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 Postpetition Interest Claim, then 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 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 "G".

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 and Postpetition Interest Claim (which, for the avoidance of doubt, shall have been 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, except as otherwise provided herein), 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) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that any distribution to holders of Allowed CCB-2 Guarantees Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock (to the extent elected pursuant to Section 19.2), shall be redistributed, 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 "G". In addition, in accordance with the Subordination Model attached hereto as Exhibit "G", 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 Postpetition Interest Claim, redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests. 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

19.2 **Right of Election**: On the Ballot, each holder of an Allowed CCB-2 Guarantees Claim shall be provided the right to elect, in its sole and absolute discretion, to receive Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, and Allowed Senior Subordinated Notes Claims and subject to dilution on account of the Rights Offering), in lieu of some or all of the Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the Lien or priority rights of the CCB-2 Trustees; provided, however, that each holder of an Allowed CCB-2 Guarantees Claim may only elect to receive that percentage of Reorganized Common Stock that equals such holder's Pro Rata Share of all Allowed CCB-1 Guarantees Claims and Allowed CCB-2 Guarantees Claims. To the extent a holder of an Allowed CCB-2 Guarantees Claim elects to receive Reorganized Common Stock, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, shall be reduced on a dollar-for-dollar basis by the value of the Reorganized Common Stock so elected (valued as of the Effective Date), so that the ultimate recovery percentage for each holder of an Allowed CCB-2 Guarantees Claim is the same, regardless of whether a holder elects to receive Reorganized Common Stock. 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 Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account Liquidating Trust Interests in accordance with Sections 19.1 and 19.2, (ii) redistributions of Creditor Cash and Cash received on account of Liquidating Trust Interests 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 "G", (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 Postpetition Interest Claim, then 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 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 "G".

ARTICLE XX

PROVISION FOR TREATMENT OF PIERS CLAIMS (CLASS 16)

20.1 **Treatment of PIERS Claims**: Commencing on the Effective Date, and subject to the right of election described in Section 20.2 below, 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, shall have been 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, except as otherwise provided herein), subject to the Lien or priority rights of the PIERS Trustee, such holder's Pro Rata Share of (i) Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), (ii) Creditor Cash and (ii) Liquidating Trust Interests, in an aggregate amount equal to (a) such holder's Allowed PIERS Claim and (b) in the event that all Allowed Claims are paid in full, such holder's Postpetition Interest Claim; provided, however, that notwithstanding the foregoing, the contractual subordination 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 distribution on account of the PIERS Common Securities of (i) Reorganized Common Stock, (ii) Creditor Cash and (ii) Cash on account of Liquidating Trust Interests shall be redistributed, subject to Bankruptcy Rule 3021 and subject to the Lien and priority rights of the PIERS Trustee, to Entities who hold PIERS Preferred Securities, 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, any distribution to holders of Allowed PIERS Claims of (a) Creditor Cash and (b) Cash received on account of Liquidating Trust Interests, but not Reorganized Common Stock, shall be redistributed, 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 "G". 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, and Allowed PIERS 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 provisions, are set forth in more detail in the Subordination Model attached hereto as Exhibit "G"; provided, however, that, to the extent that the priorities set forth in the Subordination Model conflict with the contractual subordination provisions of the Senior Subordinated Notes Indenture, CCB-1 Guarantee Agreements, CCB-2 Guarantee Agreements, Junior Subordinated Notes Indenture and/or PIERS Guarantee Agreement, the contractual subordination provisions of such Indentures and Guarantee Agreements shall govern and shall be enforced pursuant to section 510(a) of the Bankruptcy Code.

20.2 **Right of 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 additional Creditor Cash, Cash on account of Liquidating Trust Interests, or Reorganized Common Stock (to the extent remaining after distribution to holders of Allowed Senior Notes Claims, Allowed General Unsecured Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, and Allowed CCB-2 Guarantees Claims and subject to dilution on account of the Rights Offering), as the case may be, in lieu of some or all of the Reorganized Common Stock, Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, that such holder otherwise is entitled to receive pursuant to the Plan, in each instance, subject to the Lien or priority rights of the PIERS Trustee; provided, however, that, to the extent that there is

an imbalance between the amount of Creditor Cash or Cash on account of Liquidating Trust Interests, as the case may be, and the number of Reorganized Common Stock shares elected by holders of Allowed PIERS Claims, either the Creditor Cash, Cash on account of Liquidating Trust Interests or Reorganized Common Stock shares elected shall be reduced, on a Pro Rata Share basis, to each holder to eliminate such imbalance. The ultimate recovery percentage for each holder of an Allowed PIERS Claim shall be the same, regardless of whether a holder elects to receive more or less Reorganized Common Stock. Failure by any holder of an Allowed PIERS Claim to elect to exercise 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 Reorganized Common Stock (valued as of the Effective Date), Creditor Cash and Cash received on account of Liquidating Trust Interests in accordance with Sections 20.1 and 20.2 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, then 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 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 "G".

20.4 **Subscription Rights:** In addition to the foregoing, each holder of an Allowed PIERS Claim shall receive its Pro Rata Share of PIERS Subscription Rights, to be exercised pursuant to the terms of the Rights Offering, as set forth in Article XXXIV of the Plan.

ARTICLE XXI

PROVISION FOR TREATMENT OF NON-SUBORDINATED BANK BONDHOLDER CLAIMS (CLASS 17)

21.1 **Treatment of Non-Subordinated Bank Bondholder Claims**: If Class 17 votes to accept the Plan (in accordance with Section 30.2 herein), then, in full satisfaction, release and exchange of the Non-Subordinated Bank Bondholder Claims, the Non-Subordinated Bank Bondholder Claims shall be deemed Allowed Claims and each holder of a Non-Subordinated Bank Bondholder Claim shall receive such holder's Pro Rata Share of BB Liquidating Trust Interests (which interests, in the aggregate, represent a right to receive 5.357% of the Homeownership Carryback Refund Amount, as defined and set forth in Section 2.4 of the Global Settlement Agreement, subject to a cap of One Hundred Fifty Million Dollars ($150,000,000.00) in the aggregate), subject to contractual subordination rights among the holders of Non-Subordinated Bank Bondholder Claims. If Class 17 votes to reject the Plan (in accordance with Section 30.2 herein), the sole amount of reserve for distribution to the holders of Non-Subordinated Bank Bondholder Claims if, pursuant to a Final Order of the Bankruptcy

Court, such Claims are determined to be Allowed Claims, shall be the BB Liquidating Trust Interests.

ARTICLE XXII

PROVISION FOR TREATMENT OF SUBORDINATED CLAIMS (CLASS 18)

22.1 **Treatment of Subordinated Claims**: 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, the Liquidating Trust Interests shall be redistributed, and holders of Allowed Subordinated Claims shall be 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.

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 distributions 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, then 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 "G".

ARTICLE XXIII

PROVISION FOR TREATMENT OF REIT SERIES (CLASS 19)

23.1 **Treatment of REIT Series:** 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), the Liquidating Trust Interests shall be redistributed, and holders of the REIT Series shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared on a pari passu basis with holders of Preferred Equity Interests. In addition, and separate and distinct 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 in Article XLIII herein, on the Effective Date, JPMC shall pay or transfer to the Disbursing Agent for distribution to each holder of a REIT Series such holder's Pro Rata Share of (i) Fifty Million Dollars ($50,000,000.00) Cash or (ii) at the election of JPMC, shares of common stock of JPMC having a value as of the Effective Date in the amount of Fifty Million Dollars ($50,000,000.00).

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 that are being transferred to JPMC pursuant to the Global Settlement Agreement.

ARTICLE XXIV

PROVISION FOR TREATMENT OF PREFERRED EQUITY INTERESTS (CLASS 20)

24.1 **Treatment of Preferred Equity Interests**: 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), the Liquidating Trust Interests shall be redistributed, and holders of Preferred Equity Interests shall be entitled to receive their Pro Rata Share of Liquidating Trust Interests, to be shared on a pari passu basis with holders of the REIT Series.

24.2 **Cancellation of Preferred Equity Interests**: Notwithstanding the provisions of Section 24.1 hereof, on the Effective Date, all 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 XXV

PROVISION FOR TREATMENT OF DIME WARRANTS (CLASS 21)

25.1 **Cancellation of Dime Warrants:** Holders of Dime Warrants shall receive no distribution under the 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.

ARTICLE XXVI

PROVISION FOR TREATMENT OF COMMON EQUITY INTERESTS (CLASS 22)

26.1 **Cancellation of Common Equity Interests**: Holders of Common Equity Interests shall receive no distribution under the 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.

ARTICLE XXVII

PROVISION FOR TREATMENT OF DISPUTED CLAIMS

27.1 **Objections to Claims; Prosecution of Disputed Claims**: 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 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 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.

27.2 **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.

27.3 **Payments and Distributions on Disputed Claims**:

(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) and Liquidating Trust Interests, and 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 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, or (iii) such other amount as may be agreed upon by the holder of such Disputed Claim and the Liquidating Trustee. Any Creditor Cash and Liquidating Trust Interests 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 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 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.

(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 Cash 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 Cash and Liquidating Trust Interests previously retained but not distributed to a Disputed Claim holder shall be included in future calculations of Cash and Liquidating Trust Interests, respectively, to holders of Allowed Claims.

(c) Tax Treatment of Retained Assets: The Liquidating Trustee shall treat any Assets retained pursuant to this Section 27.3 as part of the Liquidating Trust Claims Reserve.

ARTICLE XXVIII

THE LIQUIDATING TRUST

28.1 **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, 18.1, 19.1, 20.1 and 21.1, and, in certain circumstances, 22.1, 23.1 and 24.1 of the Plan, whether their Claims are Allowed before, on or after the Effective Date. In the event of any conflict between the terms of this Section 28.1 and the terms of the Liquidating Trust Agreement, the terms of this Section 28.1 shall govern. 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.

28.2 **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.

28.3 **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 43.5 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.

28.4 **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.

28.5 **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 Entity over which the Liquidating Trust has control.

28.6 **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, (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.

28.7 **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.

28.8 **Transferability of Liquidating Trust Interests:** The Debtors shall cause the Liquidating Trust Interests to be transferable (either by book-entry or by certificate); provided, however, that (i) if so certificated, the form of certificate, if applicable, shall carry a legend, in substance and form reasonably satisfactory to the Creditors' Committee and the Settlement Note Holders, setting forth that the interest in such certificate and the holder thereof as to such interest are governed by the terms and provisions of the Plan, and (ii) on or after February 14, 2011, if the Liquidating Trustee, with consent of the Trust Advisory Board and upon advice of counsel, determines that a class of Liquidating Trust Interests may be subject to registration pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, the Liquidating Trustee shall pursue relief from such registration by obtaining either an exemptive order, a no-action letter or an interpretive letter from the Securities and Exchange Commission or its staff or, absent its ability to achieve that objective or in lieu thereof, shall register such class pursuant to Section 12 of such statute (it being understood and agreed that the Liquidating Trustee shall be authorized, among other things, to register such class and to seek relief from one or more of the requirements then applicable subsequent to such registration and to de-register such class); and provided, further, that, notwithstanding the foregoing, (1) the Liquidating Trustee may disregard any transfer of Liquidating Trust Interests if sufficient necessary information (as determined by the Liquidating Trustee), including applicable tax-related information, is not provided by such transferee to the Liquidating Trustee and (2) transfers to non-United States Entities will not be permitted unless either (a) a ruling has been obtained from the Internal Revenue Service or an opinion from the Liquidating Trustee's counsel (to the good

faith satisfaction of the Liquidating Trustee) that stated interest income and any other income from tax refunds expected to be received or recognized by the Liquidating Trust are of a type and character that is eligible for exemption from U.S. withholding, or (b) the requirement in the preceding clause has been waived by the Liquidating Trustee (with the consent of the Trust Advisory Board).

28.9 **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.

28.10 **Distribution of Liquidating Trust Assets**: The Liquidating Trustee is required to 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 28.10), except such amounts (i) as have been reserved on account of Disputed Claims, or are otherwise part of the Liquidating Trust Claims Reserve, in accordance with Section 27.3 of the Plan, (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during liquidation, (iii) as are necessary to 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 (iv) 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 the Liquidating Trustee shall not be required to make a distribution pursuant to this Section 28.10 unless and until the aggregate, net amount of unrestricted Cash available for distribution (taking into account the above listed exclusions) is at least Twenty-Five Million Dollars ($25,000,000.00) or such lesser amount as the Liquidating Trustee determines would make distribution impracticable, in accordance with applicable law.

28.11 **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.

28.12 **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.

28.13 **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.

28.14 **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 28.14. 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, such Taxes shall 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 Taxing 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 Taxing 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 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, holders of Allowed Senior Notes Claims, Allowed Senior Subordinated Notes Claims, Allowed CCB-1 Guarantees Claims, Allowed CCB-2 Guarantees Claims, Allowed PIERS Claims, Non-Subordinated Bank Bondholder Claims and REIT Series) will need 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. This identification requirement may, in certain cases, extend to holders 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, until such information is delivered; provided, however, 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 interest; 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.

(d) Dissolution. The Liquidating Trustee and the Liquidating Trust shall be discharged or dissolved, as the case may be, at such time as (i) all of the Liquidating Trust Assets have been distributed pursuant to the Plan and the Liquidating Trust Agreement, (ii) the Liquidating Trustee determines, in its sole discretion, that the administration of any remaining Liquidating Trust Assets is not likely to yield sufficient additional Liquidating Trust proceeds to justify further pursuit, or (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 Liquidating Trust, and any insider of the Liquidating Trustee, and (iii) dissolve the Liquidating Trust.

28.15 **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 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.

28.16 **Privileges and Obligation to Respond to Ongoing Investigations**: All Privileges shall be transferred, assigned, and delivered to the Liquidation Trust, without waiver, and shall vest in the Liquidating Trustee (and any other individual the Liquidating Trustee 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 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 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 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, including, without limitation and by way of example, any Information Demands made in connection with (a) the investigation by the United States Attorney for the Western District of Washington, (b) the action entitled "Washington Mutual, Inc. Securities, Derivative and ERISA Litigation," Case No. 2:08-md-1919, and (c) other proceedings described more specifically in the Disclosure Statement. 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 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 determines in good faith that doing so is in the best interests of the Liquidating Trust and its beneficiaries. The Liquidating Trustee, 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 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 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, FDIC Receiver and/or JPMC, as the case may be, (y) allow the Liquidating Trustee, 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 FDIC Receiver and/or JPMC is resolved in favor of disclosure.

ARTICLE XXIX

PROSECUTION AND EXTINGUISHMENT OF CLAIMS HELD BY THE DEBTORS

29.1 **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 or Debtors in Possession 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 XXX

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

30.1 **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 31.3 and 31.4 of the Plan shall be entitled to vote separately to accept or reject the Plan.

30.2 **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.

30.3 **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 and, in the event it affects any of JPMC's rights, obligations or liabilities, JPMC, amend the Plan.

ARTICLE XXXI

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

31.1 **Impaired and Unimpaired Classes**: Claims in Classes 1, 4 through 11, and 13 are not impaired under the Plan. Claims and Equity Interests in Classes 2, 3, 12, and 14 through 22 are impaired under the Plan.

31.2 **Impaired Classes Entitled to Vote on Plan**: The Claims and Equity Interests in Classes 2, 3, 12, and 14 through 20 are impaired and receiving distributions pursuant to the Plan, and are therefore entitled to vote to accept or reject the Plan.

31.3 **Equity Interests Deemed to Reject**: The Equity Interests in Classes 21 and 22 are not entitled to receive any distribution or retain their Equity Interests 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.

31.4 **Claims Deemed to Accept:** The Claims in Classes 1, 4 through 11, and 13 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.

31.5 **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 XXXII

PROVISIONS GOVERNING DISTRIBUTIONS

32.1 **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: 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, 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, to the Liquidating Trustee on behalf of holders of Disputed Claims, and 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, a Non-Subordinated Bank Bondholder Claim, and Postpetition Interest Claims in respect of the foregoing, 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 the REIT Series and Preferred Equity Interests, as set forth in Sections 22.1, 23.1 and 24.1 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 32.12 hereof.

32.2 **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.

32.3 **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.

32.4 **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).

32.5 **Delivery of Distributions**: Subject to the provisions of Rule 9010 of the Bankruptcy Rules, and except as provided in Section 32.4 of the 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 Bankruptcy 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 paid by the Disbursing Agent for the benefit of holders of Senior Notes Claims, Senior Subordinated Notes Claims, CCB-1 Guarantees Claims, CCB-2 Guarantees Claims, PIERS Claims, and REIT Series shall be made to the appropriate Trustee 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 shall, in turn, administer the initial distributions to the holders of Allowed Claims in accordance with the Plan and the applicable indentures. 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 Bankruptcy Court. The Trustees shall only be required to make distributions in accordance with the terms of the Plan and shall have no liability for actions taken in accordance with the Plan or in reliance upon information provided to the Trustees in accordance with the Plan, except for liabilities resulting from their own gross negligence or willful misconduct. Subsequent distributions to holders of Senior Notes Claims, Senior Subordinated Notes Claims, CCB-1 Guarantees Claims, CCB-2 Guarantees Claims, PIERS Claims, and REIT Series on account of Liquidating Trust Interests (or such holders' transferees) that have identified themselves to the Liquidating Trustee will be the responsibility of the Liquidating Trustee as Disbursing Agent. The Liquidating Trustee, with the consent of the applicable Trustee(s) not to be unreasonably withheld, may engage a special paying agent to assist with subsequent distributions in respect of Liquidating Trust Interests. Notwithstanding the foregoing, all distributions are subject to the Lien and priority rights of the Trustees.

32.6 **Undeliverable 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 Plan shall require the Disbursing Agent to attempt to locate any holder of an Allowed Claim or Equity Interest.

(b) Failure to Claim Undeliverable Distributions: On or about the first (1st) anniversary of the Effective Date, the Disbursing Agent shall file a list with the Bankruptcy Court setting forth the names of those Entities for which distributions have been made hereunder that 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 assert its rights pursuant to the Plan to receive a distribution within two (2) years from and after the Effective Date 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, or their respective property. In such case, any consideration held for distribution on account of such Claim or Equity Interest shall revert to the Disbursing Agent for redistribution to holders of Allowed Claims and Equity Interests in accordance with the terms and provisions hereof.

32.7 **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 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 hundred eighty (180) days, such distribution shall be deemed an unclaimed distribution.

32.8 **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.

32.9 **Distributions After Effective Date**: Distributions made after the Effective Date to holders of Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made in accordance with the terms and provisions of Article XXXII of the Plan.

32.10 **Setoffs**: 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.

32.11 **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.

32.12 **Certain Trustee Fees and Expenses**: In the event that the Debtors and the Creditors' Committee agree, in their joint and absolute discretion, as to the Trustee Claims incurred during the period from the Petition Date up to and including the Effective Date, such Trustee Claims shall be paid in Cash by the Disbursing Agent on the Effective Date, without the need for the Trustees to file an application for allowance thereof with the Bankruptcy Court; provided, however, that each member of the Creditors' Committee shall not participate in the Creditors' Committee vote regarding the reasonableness of its own fees and expenses. In the event that either the Debtors or the Creditors' Committee disagree with a Trustee as to the reasonableness of all or a portion of the fees and expenses requested by such Trustee, such Trustee may, at its sole discretion, request that the Bankruptcy Court (i) determine the reasonableness and allowance of such contested amounts and (ii) direct the Disbursing Agent to pay such additional amounts determined to be reasonable, if any, and the Debtors, Creditors' Committee, and any other Creditor or party in interest may object thereto. With respect to any undisputed portion of such Trustee's fees and expenses, such claims shall be deemed Allowed Claims, and the Debtors shall direct the Disbursing Agent to pay such undisputed fees and expenses to the Trustee on the Effective Date. To the extent that the Disbursing Agent fails to pay any Trustee Claim in full, whether as a result of the Creditors' Committee's or the Debtors' objection as to reasonableness, the Bankruptcy Court's determination as to reasonableness, 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.

32.13 **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.

ARTICLE XXXIII

MEANS OF IMPLEMENTATION

33.1 **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.

33.2 **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.

33.3 **Merger/Dissolution/Consolidation**: On or as of the Effective Date or as soon as practicable thereafter, and without the need for any further action, the Reorganized Debtors may, in their sole and absolute discretion, (i) cause either or both of the Reorganized Debtors to be merged, dissolved, or otherwise consolidated, (ii) cause the transfer of assets between or among the Reorganized Debtors, or (iii) engage in any other transaction in furtherance of the Plan.

33.4 **Cancellation of Existing Securities and Agreements**: Except as provided herein, 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 XXXII of the Plan, any document, agreement, or instrument evidencing any Claim or Equity Interest shall be deemed automatically cancelled and

terminated without further act or action under any applicable agreement, law, regulation, order, or rule and the obligations of the Debtors under such documents, agreements, or instruments evidencing such Claims and Equity Interests shall be discharged; provided, however, that the Indentures and Guarantee Agreements shall continue in effect for the 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, (iv) enabling the noteholders to receive distributions and (v) enabling the Trustees to make applications in accordance with Section 32.12 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.

33.5 **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 XXXII 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 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 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 rights, so that, notwithstanding any such contractual, equitable or legal subordination 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.

33.6 **Surrender of Instruments**: Except to the extent evidenced by electronic entry, as a condition of receiving any distribution under 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 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 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.

33.7 **Issuance of Reorganized Common Stock and Additional Common Stock**: The issuance by Reorganized WMI of the Reorganized Common Stock and Additional Common Stock on the Effective Date is hereby authorized without the need for any further corporate action and without any further action by holders of Claims or Equity Interests.

33.8 **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 Reorganized Common Stock, the Additional Common Stock, and the Subscription Rights will be exempt from registration under the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder.

33.9 **Hart-Scott-Rodino Compliance**: Any shares of Reorganized Common Stock or Additional 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.

33.10 **Fractional Stock or Other Distributions:** Notwithstanding anything to the contrary contained herein, no fractional shares of Reorganized Common Stock or Additional 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. Fractional shares of stock shall be rounded down to the nearest whole unit. No Cash will be paid in lieu of such fractional shares of stock or dollars.

ARTICLE XXXIV

RIGHTS OFFERING

34.1 **Issuance of Subscription Rights**: Pursuant to Section 20.4 of the Plan, each holder of an Allowed PIERS Claim shall receive certain Subscription Rights (as set forth therein), entitling such holder to purchase its Pro Rata Share of Additional Common Stock, if such holder, based on its Pro Rata Share of Subscription Rights, is entitled to subscribe for shares of Additional Common Stock for an aggregate Subscription Price of at least Two Million Dollars ($2,000,000). The Additional Common Stock shall be issued on the Effective Date or as soon thereafter as is practicable. Each eligible holder of Subscription Rights shall have the right, but not the obligation, to participate in the Rights Offering as provided herein, and shall be entitled to acquire all or any portion of its Pro Rata Share of Additional Common Stock. Pursuant to the Rights Offering, an aggregate number of shares of Additional Common Stock having a value of One Hundred Million Dollars ($100,000,000.00) shall be available for purchase by all eligible holders of Subscription Rights.

34.2 **Subscription Period**: The Rights Offering shall commence on the date Ballots and Subscription Forms are mailed to Voting Nominees on behalf of holders of Allowed PIERS Claims. On or prior to the Subscription Expiration Date, each Voting Nominee, on behalf of each respective holder of Subscription Rights intending and eligible to participate in the Rights Offering, must affirmatively communicate to the Rights Offering Agent such holder's election to exercise Subscription Rights.

34.3 **Subscription Purchase Price**: Each Voting Nominee, on behalf of each respective holder of Subscription Rights intending to participate in the Rights Offering, shall be required to pay, by no later than one (1) Business Day after the Subscription Expiration Date, the Subscription Purchase Price for each share of Additional Common Stock elected by such holder, in accordance with the provisions of Section 34.4 hereof.

34.4 **Exercise of Subscription Rights**: In order to exercise Subscription Rights, each holder thereof must (i) be a holder of an Allowed PIERS Claim as of the Rights Offering Record Date, (ii) be entitled, based upon its Pro Rata Share of Subscription Rights, to subscribe for shares of Additional Common Stock having an aggregate purchase price of at least Two Million Dollars ($2,000,000), (iii) make the election to exercise all or a portion of such rights on the Subscription Form in a specified amount, (iv) return such Subscription Form to such holder's Voting Nominee for electronic transmission to the Rights Offering Agent, so that such information is actually received by the Rights Offering Agent on or before the Subscription Expiration Date, and (v) pay to the Voting Nominee an amount equal to the Subscription Purchase Price multiplied by the number of shares of Additional Common Stock such holder is electing to purchase, so that the Voting Nominee can forward such funds to the Debtors, so that the funds are received by the Debtors no later than one (1) Business Day after the Subscription Expiration Date. If the Rights Offering Agent and/or the Debtors for any reason do not timely receive from a Voting Nominee, on behalf of a given holder of Subscription Rights, (i) information regarding such holder's election to exercise its Subscription Rights and (ii) immediately available funds as set forth above, such holder shall be deemed to have relinquished and waived its right to participate in the Rights Offering. The payments made in accordance with the Rights Offering shall be deposited and held by the Debtors in the Rights Offering Trust Account. The Rights Offering Trust Account will be a segregated account, maintained by the Debtors exclusively for the purpose of administration of the Rights Offering until the Effective Date or such other later date, at the option of the Reorganized Debtors. The Debtors shall not use such funds for any other purpose and shall not encumber or permit such funds to be encumbered with any Lien or similar encumbrance.

34.5 **General Procedures Governing Exercise of Subscription Rights**: Each eligible holder of Subscription Rights as of the Rights Offering Record Date may exercise all or any portion of such holder's Subscription Rights pursuant to the Subscription Form; provided, however, that such holder must be eligible to purchase at least the minimum amount prescribed above. The valid exercise of Subscription Rights shall be irrevocable. In order to facilitate the exercise of the Subscription Rights, on the commencement date of the Rights Offering, the Debtors will mail a Subscription Form to each Voting Nominee on behalf of holders of Subscription Rights as of the Rights Offering Record Date, together with appropriate instructions for the proper completion, due execution, and timely delivery of the Subscription Form, as the case maybe, as well as instructions for payment. The Debtors may adopt such additional detailed procedures consistent with the provisions of this Article XXXIV to more efficiently administer the exercise of the Subscription Rights.

34.6 **Oversubscription**: Each eligible holder of Subscription Rights that exercises its Subscription Rights in full will also have an over-subscription right to purchase any shares of Additional Common Stock not purchased by other eligible holders of Subscription Rights pursuant to the Rights Offering, at the Subscription Purchase Price. Holders of

Subscription Rights may exercise such over-subscription right only if such holders were eligible to and exercised their initial Subscription Rights in full. If holders of Subscription Rights exercise their over-subscription right for more shares of Additional Common Stock than are available to be purchased pursuant to the over-subscription right, the Debtors will allocate the shares of Additional Common Stock pro rata among those over-subscribing holders.

34.7 **Distribution of the Additional Common Stock**: On the Effective Date, or as soon as reasonably practicable thereafter, the Rights Offering Agent shall facilitate the distribution of the Additional Common Stock purchased pursuant to the Rights Offering.

34.8 **No Interest**: No interest shall be paid to Entities exercising Subscription Rights on account of amounts paid in connection with such exercise.

34.9 **Disputes/Defects Regarding Exercise of Subscription Rights**: All questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors, whose good-faith determinations shall be final and binding. The Debtors, in their reasonable discretion, may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Subscription Rights. Elections shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtors determine in their reasonable discretion. The Debtors will use commercially reasonable efforts to give notice to any Voting Nominee or holder of Subscription Rights regarding any defect or irregularity in connection with any purported exercise of Subscription Rights, and may permit such defect or irregularity to be cured within such time as the Debtors may determine in good faith to be appropriate; provided, however, that neither the Debtors nor the Disbursing Agent nor the Rights Offering Agent shall incur any liability for failure to give such notification.

34.10 **Return of Unused Funds**: To the extent that any portion of the amount paid to the Rights Offering Agent by a Voting Nominee on behalf of a holder of Subscription Rights on account of the Rights Offering is not used to purchase Additional Common Stock, the Debtors or the Reorganized Debtors, as the case may be, will return such ratable portion to the Voting Nominee on behalf of the applicable holder within ten (10) Business Days of a determination that such funds will not be used. In addition, if the Rights Offering is cancelled or otherwise has not been consummated by the Rights Offering Expiration Date, the Debtors or the Reorganized Debtors, as the case may be, will return any payments made pursuant to the Rights Offering to the Voting Nominees on behalf of each applicable holder of Subscription Rights within ten (10) Business Days thereafter.

ARTICLE XXXV

CREDITORS' COMMITTEE/EQUITY COMMITTEE

35.1 **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 XXXII 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 Debtors or the Reorganized Debtors, as the case may be, 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 35.1 of the Plan.

35.2 **Dissolution of the Equity Committee**: On the first (1st) Business Day following the Effective Date, 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.

ARTICLE XXXVI

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

36.1 **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 notice of any executory contract and unexpired lease to be rejected or assumed or assumed and assigned through the operation of this Section 36.1 by including schedules of such contracts and leases in the Plan Supplement. 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 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.

36.2 **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 36.1 of the Plan or pursuant to the Global Settlement Agreement.

36.3 **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.

36.4 **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 36.1 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 36.1 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 36.1 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.

36.5 **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.

36.6 **Indemnification and Reimbursement Obligations**: For purposes of the Plan, (i) 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 36.5 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.

36.7 **Termination of Benefit Plans**: Notwithstanding anything contained in the Plan to the contrary, the Debtors 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 in their sole discretion; provided, however, that, until the transfer or termination of any Benefit Plan, the Debtors 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 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 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.

36.8 **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 Section 2.14 of the Global Settlement Agreement.

ARTICLE XXXVII

RIGHTS AND POWERS OF DISBURSING AGENT

37.1 **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.

37.2 **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.

37.3 **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 XXXVIII

CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN

38.1 **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 XLIII 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; and

(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.

(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 JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate.

(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, and (ii) the releases and injunctions set forth in Article XLIII of the Plan.

38.2 **Waiver of Conditions Precedent to Confirmation**: To the extent practicable and legally permissible, each of the conditions precedent in Section 38.1 hereof may be waived, in whole or in part, by the Debtors, subject to the approval of the Creditors' Committee, the JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate. 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 JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate.

ARTICLE XXXIX

CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN

39.1 **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 Sections 7.2(a), (b), (c) and (e) of the Global Settlement Agreement.

(b) Entry of the Confirmation Order: The Clerk of the Bankruptcy Court shall have entered the Confirmation Order, in form and substance reasonably satisfactory to the Debtors, the Creditors' Committee, the JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate, 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.

39.2 **Waiver of Conditions Precedent**: To the extent practicable and legally permissible, each of the conditions precedent in Section 39.1 hereof may be waived, in whole or in part, by the Debtors, subject to the approval of the Creditors' Committee, the JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate. 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 JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate.

ARTICLE XL

RETENTION OF JURISDICTION

40.1 **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 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 XLI

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

41.1 **Modification of Plan**: The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, 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 JPMC Entities, the Settlement Note Holders and the FDIC Receiver and FDIC Corporate; 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 XLIII 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, 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.

41.2 **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.

41.3 **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.

41.4 **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 XLII

CORPORATE GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTORS

42.1 **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 Reorganized Common Stock, the Additional Common Stock, and the Subscription Rights, 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, 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 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.

42.2 **Reincorporation**: Prior to the Effective Date, WMI shall reincorporate from the State of Washington to the State of Delaware.

42.3 **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 satisfactory to the Settlement Note Holders and reasonably satisfactory to the Creditors' Committee. 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.

42.4 **Directors of the Reorganized Debtors**: On the Effective Date, the boards of directors of each of the Reorganized Debtors shall each consist of seven (7) persons and will be comprised as follows: (i) the chief executive officer of Reorganized WMI and (ii) six (6) individuals selected by the Creditors' Committee; provided, however, that the first annual election of the boards of directors shall take place within six (6) months after the Effective Date. 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 Creditors' Committee shall choose such 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.

42.5 **Officers of the Reorganized Debtors**: The board of directors of the Reorganized Debtors shall elect officers of the Reorganized Debtors as of or after the Effective Date.

42.6 **Shareholders' Agreement:** Reorganized WMI and its shareholders (and their shares of Reorganized Common Stock and Additional Common Stock) shall be subject to, and bound by, a shareholders' agreement, which shall in form and substance be reasonably satisfactory to the Settlement Note Holders and the Creditors' Committee.

ARTICLE XLIII

MISCELLANEOUS PROVISIONS

43.1 **Title to Assets**: Except as otherwise provided by the Plan and the Global Settlement Agreement, on the Effective Date, title to all assets and properties encompassed by the Plan shall vest in the Reorganized Debtors, 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.

43.2 **Discharge and Release of Claims and Termination of Equity Interests**.

(a) Except as expressly provided in 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 the Plan or the Confirmation Order, all Entities shall be precluded from asserting against any and each of the Released Parties, 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 Released Parties, 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 Released Parties, and their respective assets, property and estates, all such Claims and Equity Interests.

(c) 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 and their respective estates and Related Persons 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 estates, or their respective Related Persons or (ii) were or could have been brought in any of the Related Actions.

43.3 **Injunction on Claims: Except as otherwise expressly provided in the Plan, the Confirmation Order or such other order of the Bankruptcy Court that may be applicable, all Entities, and each Related Person of such Entities, who have held, hold or may hold Claims or any other debt or liability that is discharged or Equity Interests or other right of equity interest that is terminated or cancelled pursuant to the Plan or the**

Global Settlement Agreement, or who have held, hold or may hold Claims or any other debt or liability that is discharged or released pursuant to Sections 43.2 or 43.6 hereof, respectively, 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 or Equity Interest that is terminated or cancelled pursuant to the Plan against any of the Released Parties or any of their respective assets, property or estates, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any of the Released Parties or any of their respective assets, property or estates, (c) creating, perfecting, or enforcing any encumbrance of any kind against any of the Released Parties or any of their respective assets, property or estates, and (d) except to the extent provided, permitted or preserved by sections 553, 555, 556, 559 or 560 of the Bankruptcy Code or pursuant to the common law right of recoupment, asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any of the Released Parties or any of their respective assets, property or estates, with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan; 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 from any of the Released Parties or any of their respective assets, property or estates, with respect to any such Claim or other debt or liability that is discharged or Equity Interest or other right of equity interest that is terminated or cancelled pursuant to the Plan, including, 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.

43.4 **Integral to Plan**: Each of the discharge, injunction and release provisions provided in this Article XLIII 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 XLIII.

43.5 **Releases by the Debtors**: Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Global Settlement, 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, and each of its respective Related Persons, and on behalf of the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Beneficiaries and the Disbursing Agent, and each of their respective 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 and each of their respective Related Persons, from any and all

Claims or Causes of Action that the Debtors, the Reorganized Debtors, the Liquidating Trust, the Liquidating Trustee, the Liquidating Trust Beneficiaries, and the Disbursing Agent, and their respective Related Persons, 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 or any of their respective Related Persons 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, the Affiliated Banks, or any of their respective Related Persons, 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.

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

Order, those Entities that opt out of the releases provided hereunder shall be bound and shall receive the distributions they otherwise would be entitled to receive pursuant to the Plan.

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

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

43.9 **Bar Order:** 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).

43.10 **Deemed Consent**: By submitting a Ballot 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 set forth in Section 43.6 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 43.6 of the Plan.

43.11 **No Waiver**: Notwithstanding anything to the contrary contained in Sections 43.5 and 43.6 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, FDIC Corporate or the Settlement Note Holders to enforce, sue on, settle or compromise the rights, claims and other matters expressly retained by any of them.

43.12 **Supplemental Injunction: Notwithstanding anything contained herein to the contrary, 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.

43.13 **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 43.22 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.

43.14 **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 paid on the Effective Date or thereafter as and when they become due or otherwise pursuant to an agreement between the Reorganized 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 43.22 of the Plan.

43.15 **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.

43.16 **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 Reorganized Common Stock, the Additional Common Stock, the Subscription Rights, 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.

43.17 **Withdrawal of Equity Committee Proceedings:** On the Effective Date, the Equity Committee Adversary Proceeding and, to the extent it has been transferred to the Bankruptcy Court, 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.

43.18 **Payment of Fees and Expenses of Certain Creditors:** Within ten (10) Business Days of receiving a detailed invoice with respect thereto, but in no event more than ninety (90) days after the Effective Date, the Disbursing Agent shall pay all reasonable fees and expenses incurred by (i) Fried, Frank, Harris, Shriver & Jacobson LLP, (ii) Blank Rome LLP, (iii) White & Case LLP, (iv) Kasowitz, Bensen, Torres & Friedman LLP, and (v) Zolfo Cooper on behalf of certain Creditors who hold claims against the Debtors, 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 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), without the need for any of these professionals to file an application for allowance thereof with the Bankruptcy Court. In the event that the Disbursing Agent disagrees with the reasonableness of all or a portion of any such invoice, the Creditors may, in their sole discretion, request that the Bankruptcy Court (i) determine the reasonableness and allowance of such contested amounts and (ii) direct the Disbursing Agent to pay such additional amounts determined to be reasonable, if any, and the Disbursing Agent, Creditors' Committee, and any other Creditor or party in interest may object thereto.

43.19 **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, 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.

43.20 **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.

43.21 **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.
925 Fourth Avenue, Suite 2500
Seattle, Washington 98104
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

43.22 **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.

43.23 **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.

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43.24 **Inconsistencies**: To the extent of any inconsistency between the information contained in the Disclosure Statement and the terms and provisions of the Plan, the terms and provisions contained herein shall govern.

Dated: Seattle, Washington
May 21, 2010

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

Mark D. Collins (No. 2981)
Chun I. Jang (No. 4790)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
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– and –

Marcia L. Goldstein, Esq.
Brian S. Rosen, Esq.
WEIL, GOTSHAL & MANGES LLP
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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	Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest[1]	Allowed Total Amount	Estimated Postpetition Interest[2]
CCB Capital Trust IV	$7,732,000	October 8, 2033	$7,732,000	$97,777.67	$7,829,777.67	$622,946.14
CCB Capital Trust V	$10,310,000	January 23, 2034	$10,310,000	$103,244.98	$10,413,244.98	$777,714.00
CCB Capital Trust VII	$7,732,000	July 23, 2034	$7,732,000	$73,982.29	$7,805,982.29	$544,223.82
CCB Capital Trust VIII	$7,732,000	July 23, 2034	$7,732,000	$78,851.03	$7,810,851.03	$577,287.03

[1] This amount includes interest accrued as of the Petition Date, and does not include any postpetition interest to which such Claim holders may be entitled.

[2] This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of July 31, 2010. Each holder's Postpetition Interest Claim will continue to accrue until the date that such holder's Allowed CCB-1 Guarantees Claim and related Postpetition Interest Claim are paid in full.

EXHIBIT B

CCB-2 GUARANTEES CLAIMS

Trust	Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest[1]	Allowed Total Amount	Estimated Postpetition Interest[2]
HFC Capital Trust I	$9,300,000	June 8, 2031	$9,300,000	$284,022.00	$9,584,022.00	$1,935,805.56
CCB Capital Trust VI	$10,310,000	April 15, 2034	$10,310,000	$113,743.93	$10,423,743.93	$777,354.98
CCB Capital Trust IX	$15,464,000	March 30, 2035	$15,464,000	$223,025.24	$15,687,025.24	$1,589,775.12

[1] This amount includes interest accrued as of the Petition Date, and does not include any postpetition interest to which such Claim holders may be entitled.

[2] This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of July 31, 2010. Each holder's Postpetition Interest Claim will continue to accrue until the date that such holder's Allowed CCB-2 Guarantees Claim and related Postpetition Interest Claim are paid in full.

EXHIBIT C

PIERS CLAIMS

Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest [1]	Allowed Total Amount	Estimated Postpetition Interest[2]
5.375% Junior Subordinated Deferrable Interest Debentures					
Preferred Securities	May 1, 2041	$756,230,623.24	$9,443,576.39	$765,674,199.63	$124,760,307.88
Common Securities[3]	May 1, 2041	$23,387,254.01	$292,052.86	$23,679,306.87	$3,858,348.13

[1] This amount includes interest accrued as of the Petition Date, and does not include any postpetition interest to which such Claim holders may be entitled.

[2] This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of July 31, 2010. Each holder's Postpetition Interest Claim will continue to accrue until the date that such holder's Allowed PIERS Claim and related Postpetition Interest Claim are paid in full.

[3] These securities are owned by WMI.

EXHIBIT D

SENIOR NOTES CLAIMS

Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest[1]	Allowed Total Amount	Estimated Postpetition Interest[2]
4.0% Notes	January 15, 2009	$804,984,292.60	$6,351,912.45	$811,336,205.05	$61,784,280.80
4.2% Notes	January 15, 2010	$504,220,132.10	$4,178,270.72	$508,398,402.82	$40,787,180.45
5.5% Notes	August 24, 2011	$361,181,452.96	$1,766,795.55	$362,948,248.51	$38,416,380.45
5.0% Notes	March 22, 2012	$374,791,867.96	$208,722.22	$375,000,590.18	$36,386,182.13
5.25% Notes	September 15, 2017	$726,744,896.63	$1,171,426.67	$727,916,323.30	$74,196,790.90
Floating Rate Notes	August 24, 2009	$358,645,000.00	$911,252.44	$359,556,252.44	$7,393,865.86
Floating Rate Notes	January 15, 2010	$175,500,000.00	$1,099,878.10	$176,599,878.10	$5,080,490.42
Floating Rate Notes	March 22, 2012	$363,350,000.00	$141,454.17	$363,491,454.17	$8,917,543.08
Floating Rate Notes	September 17, 2012	$446,815,000.00	$359,267.16	$447,174,267.16	$11,723,829.20

[1] This amount includes interest accrued as of the Petition Date, and does not include any postpetition interest to which such Claim holders may be entitled.

[2] This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of July 31, 2010. Each holder's Postpetition Interest Claim will continue to accrue until the date that such holder's Allowed Senior Notes Claim and related Postpetition Interest Claim are paid in full.

EXHIBIT E

SENIOR SUBORDINATED NOTES CLAIMS

Notes Issuance	Maturity Date	Allowed Principal	Allowed Accrued Interest[1]	Allowed Total Amount	Estimated Postpetition Interest[2]
8.250% Notes	April 1, 2010	$451,870,530.25	$18,133,500.00	$470,004,030.25	$76,036,653.51
4.625% Notes	April 1, 2014	$729,187,229.50	$16,449,467.71	$745,636,697.21	$66,756,249.61
7.250% Notes	November 1, 2017	$437,962,198.47	$12,862,043.75	$450,824,242.22	$64,243,164.61

[1] This amount includes interest accrued as of the Petition Date, and does not include any postpetition interest to which such Claim holders may be entitled.

[2] This amount includes the estimated amount of interest accrued and OID accretion from the Petition Date through an expected Effective Date of July 31, 2010. Each holder's Postpetition Interest Claim will continue to accrue until the date that such holder's Allowed Senior Subordinated Notes Claim and related Postpetition Interest Claim are paid in full.

EXHIBIT F

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. - ODEDCP	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	Full Name
H.F. Ahmanson & Co. - AHM Supplemental (collection of individual contracts)	HFA AHM Supplemental - Hazel Legg
	HFA AHM Supplemental - Anna Varosy
H.F. Ahmanson & Co. - Individual Contracts	HFA Individual Contract - John Holoman
	HFA Individual Contract - Charles Roussin
	HFA Individual Contract - Bruce Manley
	HFA Individual Contract - William Wiley

Split Dollar Plans

Abbreviation	Full Name
HFA ELIP	Executive Life Insurance Plan of H. F. Ahmanson & Company
HFA SELIP	Senior Executive Life Insurance Plan of H. F. Ahmanson & Company

EXHIBIT G

WATERFALL RECOVERY MATRIX

Washington Mutual, Inc.
Waterfall Recovery Matrix

Recovery[2], [3]	Senior Notes	Subordinated Notes	CCB Guarantees [1]	PIERs	General Unsecured Creditors
Tranche 1	Prepetition Claim	-	-	-	Pro Rata Share Based on Prepetition Claims[4]
Tranche 2	Post-Petition Interest Claim	Prepetition Claim & Post-Petition Interest Claim	-	-	Pro Rata Share Based on Prepetition Claims[4]
Tranche 3	-	-	Prepetition Claim & Post-Petition Interest Claim	-	Pro Rata Share Based on Prepetition Claims[4]
Tranche 4	-	-	-	Prepetition Claim	Pro Rata Share Based on Prepetition Claims[4]
Tranche 5	-	-	-	Post-Petition Interest Claim	Post-Petition Interest Claim [5]

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) Within each tranche eligible claims share pro rata based on size of claim. No percentage recovery for an eligible claim will be higher than another percentage recovery for an eligible claim within the same Tranche, and all eligible claims within the Tranche will be fully satisfied concurrently, except with respect to the initial distribution of Reorganized WMI. The percentage recovery of any creditor who elects to receive the stock of Reorganized WMI will be adjusted in subsequent distributions to ensure recovery percentages are the same for all creditors in each tranche.

(3) 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, except with respect to the distribution of equity in the Reorganized WMI which is not subject to absolute priority.

(4) 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.

(5) If it is provided for in an applicable contract or by law.

EXHIBIT H

GLOBAL SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT (the "***Agreement***"), dated as of May 21, 2010, 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***"), (e) Appaloosa Management L.P. ("***Appaloosa***"), on behalf of Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund, L.P., and Thoroughbred Master Ltd. (collectively, and with Appaloosa, the "***Appaloosa Parties***" and each, an "***Appaloosa Party***"), (f) Centerbridge Partners, L.P. ("***Centerbridge***"), on behalf of Centerbridge Credit Advisors, LLC and Centerbridge Special Credit Advisors, LLC (collectively, and with Centerbridge, the "***Centerbridge Parties,***" and each, a "***Centerbridge Party***"), (g) Owl Creek Asset Management, L.P. ("***Owl Creek***"), 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. (collectively, and with Owl Creek, the "***Owl Creek Parties***" and each, an "***Owl Creek Party***"), (h) Aurelius Capital Management, LP ("***Aurelius***"), on behalf of Aurelius Capital Partners, LP and Aurelius Investment, LLC and other managed fund entities (collectively, and with Aurelius, the "***Aurelius Parties***" and each, an "***Aurelius Party***") and (i) 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***"):

Claimant	Claim No.	Debtor	Claim Amount
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. Each of the Appaloosa Parties, the Centerbridge Parties, the Owl Creek Parties and the Aurelius Parties manage funds (such funds together with the Appaloosa Parties, the Centerbridge Parties, the Owl Creek Parties and the Aurelius Parties are sometimes hereinafter collectively referred to as the "***Settlement Note Holders***") which hold, as of the date hereof, among other assets, claims against and/or equity interests in the Debtors and/or their chapter 11 estates (collectively, the "***Settlement Note Holdings***"), including, without limitation, the REIT Series, all as set forth on Exhibit "C" annexed hereto. On or prior to the Bar Date, proofs of claim or interests were filed relating to the Settlement Note Holdings held as of the date such proofs of claim were filed.

N. The Debtors have provided each of the Settlement Note Holders, and each of the Settlement Note Holders acknowledges that it has received, information and documentation necessary and sufficient to address the merits of the transactions contemplated herein and the execution and delivery of this Agreement.

O. 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.

P. 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.

Q. 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.

R. 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"***).

S. 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.

T. Contemporaneous with the execution and delivery of this Agreement, the Debtors have filed with the Bankruptcy Court that certain Second Amended Joint Plan of Affiliated Debtors Pursuant to Chapter 11 of the United States Bankruptcy Code, dated May 21, 2010 (as the same may be amended or modified from time to time in accordance with the terms hereof and thereof, the "***Plan***") and a disclosure statement in connection therewith (the "***Disclosure Statement***").

U. The Parties 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. 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.

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, the Settlement Note Holders and the Creditors' Committee.

"***Disputed Accounts***" shall mean the amounts and intercompany balances identified with the account numbers set forth on Exhibit "E" hereto.

"***Effective Date***" shall mean the first (1st) Business Day after the date on which all conditions to effectiveness set forth in Section 7.2 hereof shall have been satisfied or, to the extent not satisfied, waived in writing, in whole or in part, by each of the Parties.

"***ERISA Litigation***" shall mean that certain litigation styled In re Washington Mutual, Inc. ERISA Litigation, No. C07-1874 (MJP), currently pending in the United States District Court for the Western District of Washington.

"***FDIC Escrow Account*"** shall mean the account established pursuant to the terms and conditions set forth in the Escrow Agreement attached hereto as Exhibit "F".

"***FDIC Order of Investigation*"** shall mean any "*Order of Investigation*" (or similarly titled investigative or regulatory action or proceeding) issued or commenced by, or in the name of, the FDIC Receiver or FDIC Corporate (as the case may be) pursuant to applicable provisions of the Federal Deposit Insurance Act, as amended, (including 12 U.S.C. §1818(n) and 12 U.S.C. §1821(d)(2)(l)) relating to any actual or potential investigation based upon, arising from, or in connection with the acts of former officers, directors, advisors and service providers of WMB or FSB (or their respective predecessors, successors or assigns). Without in any way limiting the foregoing, for purposes of this definition, subject matters covered by any such "*Order of Investigation*" shall include, but not be limited to, (a) compliance (or non-compliance) with applicable banking laws, rules and regulations, (b) fraudulent practices related to WMB's retail banking, mortgage lending, small business lending and credit card operations and activities, (c) employee compensation and benefit arrangements, (d) the capitalization or under-capitalization of WMB, as the case may be, (e) the improper payment of dividends

or other payments by WMB or FSB, as the case may be, to WMI and (f) general allegations of fraud, breach of duty or gross negligence.

"***FDIC Stay Relief Motion***" shall mean the motion, dated November 4, 2009, filed by the FDIC Receiver in the Bankruptcy Court seeking relief from the automatic stay pursuant to section 362 of the Bankruptcy Code in order to exercise rights pursuant to Section 9.5 of the Purchase and Assumption Agreement.

"***Final Order***" shall mean an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the applicable subject matter which has not been reversed, stayed, modified or amended and as to which (a) any right to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending, or (b) an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to appeal further or seek certiorari, review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay or rehearing is pending; provided, however, that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed relating to such order shall not cause such order to not be a Final Order.

"***Group***" shall mean (a) for U.S. federal income Tax purposes, any affiliated group of corporations within the meaning of section 1504 of the IRC, and (b) for state, local or foreign Tax purposes, any group of corporations that filed (or was required to file) as a combined, unitary or consolidated group under state, local or foreign Tax laws, with respect to which, for purposes of both clause (a) and clause (b) hereof, (i) any of the WMI Entities (or any predecessors thereof) is or was a member and (ii) WMB (or any predecessor thereof) or any subsidiary of WMB (or any predecessor thereof) as of September 24, 2008 is or was also a member.

"***Group Taxes***" shall mean any Taxes of the Group, as well as any Taxes imposed by the State of California in 2008 on any member of the U.S. consolidated group of which WMI was the common parent, whether imposed on a separate return basis, or on a combined, unitary or consolidated group basis.

"***Homeownership Carryback***" shall mean Section 13 of the Worker Homeownership, and Business Assistance Act of 2009.

"***Homeownership Carryback Refund Amount***" shall mean the amount of U.S. federal income Tax refunds of Pre-2009 Group Taxes that are solely attributable to the Homeownership Carryback less any Homeownership Refund Taxes or any decreases in refunds that would have been receivable without the Homeownership Carryback.

"***Homeownership Carryback Threshold***" shall mean the amount of Net Tax Refunds that would be a receivable applying the Tax law in effect on the date of calculation, but with the provisions of the IRC amended by the Homeownership Carryback replaced by the provisions of the IRC that would be in effect if the Homeownership Carryback had not been enacted, and without taking into account any Refund Related Group Taxes in excess of the Refund Related Group Taxes that would have been incurred if the IRC had not been amended by the Homeownership Carryback.

"***Homeownership Refund Taxes***" shall mean Taxes imposed on the Group (or any member of the Group) that would not have been imposed on the Group (or any member of the Group) but for the receipt, by the Group, a member of the Group or any Party to this Agreement, of Tax refunds that are attributable to the Homeownership Carryback.

"***IAA/FDIC***" shall mean that certain letter agreement, dated November 19, 2008, between the Debtors, the Creditors' Committee and the FDIC Receiver, as may be amended.

"***IAA/JPMC***" shall mean that certain Information Access Agreement, dated November 21, 2008, between the Debtors and JPMC, as amended.

"*Interchange Litigation*" shall mean, collectively, that certain litigation styled (a) In re Payment Card Interchange Fee and Merchant-Discount Antitrust Litigation, Master File No. 1:05-md-1720-JG-JO, currently pending in the United States District Court for the Eastern District of New York 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, and except as otherwise provided herein or in the Plan, (a) any and all WMI Released Claims, JPMC Released Claims, FDIC Released Claims, Settlement Note Released Claims and Creditors' Committee Released Claims, and (b) any and all Claims released or deemed to be released pursuant to the Plan, in each case pursuant to clauses (a) and (b) above, to the extent any such Claims arise in, relate to or have been or could have been asserted (i) in the Chapter 11 Cases, the Receivership or the Related Actions, (ii) that otherwise arise from or relate to any act, omission, event or circumstance relating to any WMI Entity, or any current or former subsidiary of any WMI Entity, or (iii) that otherwise arise from or relate to the Receivership, the Purchase and Assumption Agreement, the Chapter 11 Cases, the 363 Sale and Settlement, the Plan and the negotiations and compromises set forth in this Agreement and the Plan, excluding however, in the case of clauses (a) and (b) hereof, and subject to the provisions of Section 3.8 hereof, any and all claims that the JPMC Entities and the FDIC Parties 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.

"***Releasees***" shall mean, collectively, the WMI Releasees, the JPMC Releasees, the FDIC Releasees, the Creditors' Committee Releasees and the Settlement Note Releasees, each as defined below.

"***Releasor***" shall mean any Person that provides a release to any of the Releasees pursuant to the terms of this Agreement.

"***Reorganized Debtors***" shall mean WMI and WMIIC, as reorganized.

"*Schedules*" shall mean the schedules of liabilities, as such schedules have been or may be amended during the period up to and including the Effective Date, filed by the Debtors with the Bankruptcy Court pursuant to Rule 1007(b) of the Federal Rules of Bankruptcy Procedure.

"***Tax Authority***" shall mean any federal, state, local or foreign government, or agency, instrumentality or employee thereof, court or other body (if any) charged with the administration of any Law relating to Taxes.

"***Tax Dispute Resolution Procedure***" shall mean the procedures to be used by WMI, JPMC and the FDIC Receiver to reconcile issues associated with the calculation and estimation of Taxes, all as set forth in Section 2.4(i) hereof.

"***Tax Return***" shall mean any return, declaration, form, election letter, report, statement, estimates, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

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

"***Texas Litigation***" shall mean that certain litigation styled American National Insurance Company v. FDIC, Case No. 09-1743 (RMC), currently pending in the D.C. District Court.

"***363 Sale and Settlement***" shall mean, collectively, the compromise and settlement set forth herein pursuant to Bankruptcy Rule 9019 and the Plan regarding, among other things, and including, without limitation, agreements with respect to the ownership of the Plan Contribution Assets and the sale, transfer and assignment pursuant to the Plan and sections 363 and 365 of the Bankruptcy Code (a) of any and all right, title and interest any of the WMI Entities may have in (i) the Trust Preferred Securities, (ii) any checks made out to or funds received by WMI, or otherwise for the benefit of the WMI Medical Plan, the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Active Employees and the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu

Retirees, (iii) the JPMC Rabbi Trusts and the JPMC Policies, as defined below, (iv) the WaMu Pension Plan and the Lakeview Plan and all of the sponsor's interest in the assets contained in any trusts or otherwise associated with such plans, (v) the WMI Medical Plan, (vi) certain intellectual property set forth in Section 2.17 hereof, (vii) the Anchor Litigation, (viii) the Visa Shares, (ix) JPMC Wind Investment Portfolio LLC, (x) the Bonds, and (xi) certain tax refunds as set forth in Section 2.4 hereof, in the case of each of the foregoing (a)(i) through (a)(xi), to JPMC or its designee, free and clear of all liens, Claims, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of any JPMC Entity, if any, and (b) of any and all right, title and interest of an Acquisition JPMC Entity and any subsidiary or Affiliate of an Acquisition JPMC Entity may have in (i) HS Loan Corporation, (ii) the WMI Rabbi Trust and the WMI Policies, as defined below, (iii) the intellectual property referred to in Section 2.17 hereof, and (iv) certain tax refunds as set forth in Section 2.4 hereof, in the case of each of (b)(i) through (b)(iv) to the WMI Entities or their designee, free and clear of all liens, Claims, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of the WMI Entities; provided, however, that, in accordance with section 1146 of the Bankruptcy Code, the sales, transfers or assignments contemplated herein pursuant to the 363 Sale and Settlement shall not be subject to any transfer or stamp tax.

"***Trust Preferred Holders***" shall mean, collectively, all holders of any legal, equitable or beneficial interest in any Trust Preferred Securities, including the holders of record of any REIT Series as of the date on which the Bankruptcy Court approves the Disclosure Statement, including, without limitation, the Settlement Note Holders.

"***Trust Preferred Securities***" shall mean, collectively, those certain (a) Washington Mutual Preferred Funding (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-1, (b) Washington Mutual Preferred (Cayman) I Ltd. 7.25% Perpetual Non-Cumulative Preferred Securities, Series A-2, (c) Washington Mutual Preferred Funding Trust I Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (d) Washington Mutual Preferred Funding Trust II Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, (e) Washington Mutual Preferred Funding Trust III Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities, and (f) Washington Mutual Preferred Funding Trust IV Fixed-to-Floating Rate Perpetual Non-Cumulative Trust Securities.

"***Unknown Claims***" shall mean any Released Claim, as defined herein, that any Releasor, as defined herein, does not know or suspect to exist in his, her or its favor at the time of giving the release in this Agreement that if known by him, her or it, might have affected his, her or its settlement and release in this Agreement. With respect to any and all Released Claims, each Releasor shall expressly waive or be deemed to have waived, and by operation of the Confirmation Order shall have waived the provisions, rights and benefits of California Civil Code § 1542 (to the extent it applies herein), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTORS.

Each Releasor expressly waives, and shall be deemed to have waived, and by operation of the Confirmation Order shall have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable or equivalent in effect to California Civil Code § 1542. The Releasors may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but each Releasor shall expressly have and shall be deemed to have, and by operation of the Confirmation Order shall have fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor acknowledges and shall be deemed to have acknowledged, and by operation of the Confirmation Order shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

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

"***WaMu Pension Plan***" shall mean that certain WaMu Pension Plan, which plan is intended to satisfy the tax requirements of Section 401 of the IRC and is sponsored by WMI.

"***WMI Accounts***" shall mean the accounts as set forth on Exhibit "E" hereto that are not Disputed Accounts.

"***WMI Entities***" shall mean WMI, WMIIC, Ahmanson Obligation Company, H.S. Loan Corporation, Marion Insurance Company, WAMU 1031 Exchange, WM Mortgage Reinsurance Company, Inc., WM Citation Holdings, LLC, Washington Mutual Finance Group, LLC, Soundbay Leasing LLC, WMGW Delaware Holdings LLC, WMI Rainier LLC and Washington Mutual Capital Trust.

"*WMI Medical Plan*" shall mean Washington Mutual, Inc. Flexible Benefits Plan.

"***Washington Mutual Escrow Account***" shall mean the account at Wells Fargo Bank, N.A. established pursuant to the terms and conditions set forth in the Escrow Agreement attached hereto as Exhibit "F".

Section 1.3. Other Terms. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. As used in this Agreement, any reference to any federal, state, local, or foreign law, including any applicable law, will be deemed also to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "***include***", "***includes***", and "***including***" will be deemed to be followed by "***without limitation***". Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "***this Agreement***", "***herein***", "***hereof***", "***hereby***", "***hereunder***", and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

Section 1.4. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement.

ARTICLE II
SETTLEMENT TERMS

Section 2.1. WMI Accounts and Disputed Accounts. On the Effective Date, and in partial consideration for the assets sold pursuant to the 363 Sale and Settlement, (a) the JPMC Entities and the FDIC Parties shall (i) waive any and all claims, rights and liabilities with respect to the WMI Accounts and the Disputed Accounts, including, without limitation, rights of setoff pursuant to section 553 of the Bankruptcy Code and other applicable law and (ii) take such actions, if any, as may be reasonably requested by WMI, including, without limitation, (A) filing with the Bankruptcy Court such notices or pleadings setting forth the waiver of any and all interest in the WMI Accounts and the Disputed Accounts by the JPMC Entities and the FDIC Parties and (B) seeking the dismissals referred to in Section 2.6(b) hereof, (b) the FDIC Parties shall waive and release any and all rights to seize or set off the WMI Accounts and the Disputed Accounts and any funds contained therein in accordance with Section 9.5 of the Purchase and Assumption Agreement, including, without limitation, by withdrawing, with prejudice, the FDIC Stay Relief Motion, and (c) JPMC shall pay to WMI, or such other of the WMI Entities as WMI shall designate, the amounts contained in the Disputed Accounts and the WMI Accounts as of the Effective Date, net of eighty percent (80%) of the amounts received by WMI during the period from the Petition Date up to and including the date hereof attributable to refunds of Pre-2009 Group Taxes deposited into the Disputed Accounts and the WMI Accounts (including the interest component of any such refunds and interest, if any, earned thereon), free and clear of all liens, Claims,

interests and encumbrances of any Person. Without limiting the generality of the foregoing, on and effective as of the Effective Date, JPMC, as successor to WMB, shall (y) release any security interest in or lien upon the Admin Account and the monies contained therein and (z) release and otherwise transfer the Admin Account and the funds contained therein in accordance with the direction of WMI. To ensure allocation of any funds credited to the WMI Accounts and the Disputed Accounts in accordance with the terms and provisions of this Agreement, as soon as practicable following execution and delivery of this Agreement, but in no event later than five (5) Business Days subsequent hereto, JPMC shall take any and all action as is appropriate or as WMI may reasonably request to verify all amounts credited or debited to the WMI Accounts and the Disputed Accounts from and after the Petition Date and shall provide copies of all such documentation to the FDIC Receiver contemporaneously with the delivery thereof to WMI.

Section 2.2. Deposit Account Interest. From and after the date hereof, interest shall continue to accrue or be deemed to accrue on the balances specified for the WMI Accounts and the Disputed Accounts at the greater of (a) three (3) basis points and (b) such other amount as may be quoted by JPMC as applicable to one, three and six month rates, as selected by WMI in its sole and absolute discretion.

Section 2.3. Trust Preferred Securities. On and effective as of the Effective Date, and pursuant to the 363 Sale and Settlement, (a) JPMC or its designee shall be deemed to be the sole legal, equitable, and beneficial owner of the Trust Preferred Securities for all purposes, (b) the WMI Entities and the FDIC Parties shall be deemed to have sold, transferred, and assigned any and all right, title and interest the WMI Entities may have or may ever have had in the Trust Preferred Securities, free and clear of any Claims, liens, interests and encumbrances of any Person, other than the Claims, interests, liens and encumbrances of JPMC, if any, (c) any obligation of WMI to transfer the Trust Preferred Securities to WMB, including in accordance with that certain Assignment Agreement, effective as of September 25, 2008, between WMI and WMB, shall be deemed to have been fully satisfied by the contribution to WMB of the Trust Preferred Securities as of September 25, 2008 and thereafter sold and transferred to JPMC in accordance with the Purchase and Assumption Agreement, (d) WMI and the FDIC Parties consent to the sale and transfer of such obligations to JPMC and the Trust Preferred Securities shall be deemed to have been transferred by WMI to JPMC in satisfaction of such obligation as of September 26, 2008, (e) with respect to matters related to the Trust Preferred Securities, all persons and entities shall be authorized and directed to take instructions solely from JPMC or its designee with respect to those items as to which the owner is entitled to give instructions, (f) any and all persons and entities shall be authorized and directed to take necessary, proper or advisable actions and all other actions reasonably requested or instructed by JPMC to record, reflect, transfer, vest, assign, convey, and maintain, as necessary, that a transfer of the Trust Preferred Securities was made to WMI (and subsequently by WMI to JPMC) and that JPMC is the sole legal, equitable, and beneficial owner of the Trust Preferred Securities as transferee of WMI, including, without limitation, by: (i) causing the applicable trustees, registrars,

paying agents, depositary, and transfer agents to amend their records (including the securities registers of each Issuing Trust) to reflect a transfer of the Trust Preferred Securities to WMI and then to WMB, and to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; (ii) causing the trustees and boards of directors of the Issuing Trusts to take all necessary, proper and advisable action to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; and (iii) amending any agreements, articles, or declarations to reflect JPMC as the sole legal, equitable, and beneficial owner of the Trust Preferred Securities; and (g) all claims against the Debtors, the WMI Entities, the Acquisition JPMC Entities and the FDIC Parties with respect to the Trust Preferred Securities shall be released and withdrawn, with prejudice, including any claims under section 365(o) of the Bankruptcy Code or any priority claim under section 507(a)(9) of the Bankruptcy Code.

Section 2.4. Tax Matters. It is the understanding of the Parties that this Section 2.4 allocates (i) the Homeownership Carryback Refund Amount thirty-four and eight hundred twenty-two thousandths percent (34.822%) to the FDIC Receiver and sixty-five and one hundred seventy-eight thousandths (65.178%) to WMI, and (ii) all other Net Tax Refunds eighty percent (80%) to JPMC and twenty percent (20%) to WMI, and this Section 2.4 shall be interpreted in a manner consistent with this understanding.

(a) Cooperation; Control of Tax Matters.

(i) From and after the date hereof, WMI, JPMC and the FDIC Receiver (on behalf of WMB) shall cooperate with each other to maximize the amount of Net Tax Refunds received (which, for avoidance of doubt, includes taking such actions as necessary to ensure that net operating losses incurred in connection with Pre-2009 Group Taxes shall to the maximum extent possible be carried back in order to maximize Net Tax Refunds). Notwithstanding anything in this Agreement or otherwise to the contrary, WMI and the FDIC Receiver (on behalf of WMB) agree to make and shall make (or cause to be made), if not already made, any elections or filings necessary to ensure that the 2008 tax year shall be the tax year of the Group to which the 5-year carryback available under Section 172(b)(1)(H) of the Internal Revenue Code of 1986, as amended, shall apply (the "***Election***"). Each of WMI and the FDIC Receiver represent that it has not made any election or filing which would make the Election invalid or inoperative in any way.

(ii) From and after the date hereof, subject to the terms and provisions of Section 2.4(a)(iii) hereof, but without otherwise limiting the foregoing, WMI, JPMC and the FDIC Receiver shall jointly control and administer all Pre-2009 Group Tax matters, in respect of all relevant Tax years, that (x) relate to U.S. federal income tax and (y) are reasonably expected to have a material effect on the amount of Net Tax Refunds to which the FDIC Receiver is entitled under this Agreement, provided, however, that the FDIC Receiver's concurrence shall not be required with respect to any settlement offers made or accepted by WMI on or before May 21, 2010, the principal terms of which have been evidenced in writing (whether or not such offer or acceptance is conditioned upon approval of any supervising authority). For the avoidance of doubt,

the preceding sentence shall not apply to give the FDIC Receiver joint control of any proceedings related to any of the predecessor entities listed on Schedule 2.4(a). WMI and JPMC shall jointly control and administer all other Pre-2009 Group Tax matters, in respect of all relevant Tax years. From and after the date hereof, WMI, JPMC and the FDIC Receiver shall consult with and keep one another fully informed on all other Pre-2009 Group Tax matters that are jointly controlled by WMI, JPMC and the FDIC Receiver pursuant to the first sentence of this Section 2.4(a)(ii), and their ongoing discussions with the applicable Tax Authorities in respect of such Group Tax matters. From and after the date hereof, each of WMI and JPMC shall consult with and keep each other fully informed on all other Pre-2009 Group Tax matters and its ongoing discussions with the applicable Tax Authorities, and shall, from time-to-time, inform the FDIC Receiver of the status of all other Tax proceedings relating to Net Tax Refunds. For purposes of the foregoing, the administration of Pre-2009 Group Tax matters shall include, without limitation, the resolution of all current and pending Tax controversies (both administrative and judicial), the filing of any related carryback claims, elections, and other Tax Returns, and the entering into any other related agreements with a Tax Authority, except to the extent that such actions must be, pursuant to a legal or regulatory requirement, undertaken by the FDIC Receiver on behalf of WMB (or any subsidiary of WMB on or before September 24, 2008). For this purpose, JPMC and WMI will each have the right to participate in any meetings or proceedings related to the resolution of any Tax controversy that relates to the resolution of Pre-2009 Group Tax matters and each Party to this Agreement agrees to execute any forms, including (but not limited to) IRS Forms 2848, to authorize such participation upon the request of either JPMC or WMI; provided, however, in deciding whether to participate in any such meeting or proceeding, JPMC will give due consideration (in consultation with WMI and the FDIC Receiver) to whether participation by JPMC in any such meeting or proceeding would, in JPMC's sole discretion, materially adversely affect the resolution of the Pre-2009 Group Tax matters at issue and related proceedings. Similarly, the FDIC Receiver will have the right to participate in any meetings or proceedings related to the resolution of any Tax controversy that relates to the resolution of Pre-2009 Group Tax matters that are jointly controlled by WMI, JPMC and the FDIC Receiver pursuant to the first sentence of this Section 2.4(a)(ii), and each Party to this Agreement agrees to execute any forms, including (but not limited to) IRS Forms 2848, to authorize such participation upon the request of the FDIC Receiver; provided, however, in deciding whether to participate in any such meeting or proceeding, the FDIC Receiver will give due consideration (in consultation with WMI and JPMC) to whether participation by the FDIC Receiver in any such meeting or proceeding would, in the FDIC Receiver's sole discretion, materially adversely affect the resolution of the Pre-2009 Group Tax matters at issue and related proceedings. Notwithstanding WMI's and JPMC's control over the administration of certain Pre-2009 Group Tax matters, to the extent that any of the foregoing actions must be undertaken by the FDIC Receiver as a result of a legal or regulatory requirement, then the FDIC Receiver shall take any actions that are reasonably requested by WMI and JPMC jointly with respect to Pre-2009 Group Taxes. None of WMI, JPMC and the FDIC Receiver shall, with respect to Taxes, make or change any Tax election, change any annual Tax accounting period, adopt or change any method of Tax accounting, enter into

any closing agreement, settle any Tax claim or assessment, surrender any right to claim a Tax refund, offset or other reduction in Tax liability, or consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment relating to any Pre-2009 Group Tax matters unless it obtains the written consent of: (x) in the case of any such action that is to be taken by WMI, JPMC and, to the extent it has joint control over with respect to the matter pursuant to the first sentence of this Section 2.4(a)(ii), the FDIC Receiver; (y) in the case of any such action that is to be taken by JPMC, WMI and, to the extent it has joint control over with respect to the matter pursuant to the first sentence of this Section 2.4(a)(ii), the FDIC Receiver; and (z) in the case of any such action that is to be taken by the FDIC Receiver, each of WMI and JPMC (which, in the case of each of (x), (y) and (z), shall not be unreasonably withheld or delayed).

(iii) From and after the date hereof, to the extent reasonably necessary to administer and resolve any Pre-2009 Group Tax matter, (A) JPMC shall provide each of WMI and the FDIC Receiver access in a reasonable and timely manner to historic WMI or WMB employees with material knowledge of such matters who are currently employees of JPMC, and WMI shall provide each of JPMC and the FDIC Receiver access in a reasonable and timely manner to historic WMI, JPMC or WMB employees with material knowledge of such matters that are currently employees of WMI and (B) JPMC shall provide each of WMI and the FDIC Receiver, and, with respect to each of WMI and the FDIC Receiver, its officers, employees, and representatives (including, without limitation, its legal and tax advisors) with reasonable and timely access to all information, data, and documentation (including, without limitation, tax and accounting records, financial information records and financial information systems, databases, email servers, and other electronic information systems) within its possession or control and reasonably necessary to administer and resolve any Pre-2009 Group Tax matter, and WMI shall provide each of JPMC and the FDIC Receiver, and, with respect to each of JPMC and the FDIC Receiver its officers, employees, and representatives (including, without limitation, its legal and tax advisors) with reasonable and timely access to all information, data, and documentation (including, without limitation, tax and accounting records, financial information records and financial information systems, databases, email servers, and other electronic information systems) within its possession or control and reasonably necessary to administer and resolve any Pre-2009 Group Tax matter. WMI and JPMC, respectively, shall provide such information, data, and documentation in a manner and forum reasonably convenient to each of WMI, JPMC and the FDIC Receiver, and shall permit the other Parties, through their officers, employees, and representatives, to make extracts and copies of such information, data, and documents to the extent reasonably necessary in the administration and resolution of any Pre-2009 Group Tax matter.

(iv) Without in any way limiting the foregoing, the FDIC Receiver (on behalf of WMB) shall fully cooperate with WMI and JPMC with respect to the administration and resolution of all Pre-2009 Group Tax matters, will reasonably provide WMI, the Creditors' Committee and JPMC, through their respective officers, employees, and representatives, the necessary information, data, and

documentation (electronic and otherwise and notwithstanding the termination of the IAA/JPMC pursuant to Section 2.20 hereof) within its possession or control in support of such administration and resolution (including providing such documentation in a reasonable location and within a reasonable timeframe), and shall permit WMI and JPMC, through their respective officers, employees, and representatives, to make extracts and copies of such information, data, and documents to the extent reasonably necessary in the administration and resolution of any Pre-2009 Group Tax matter. The Parties agree that any request for information that may reasonably be available both from JPMC and the FDIC Receiver shall first be requested from JPMC.

(v) Without limiting WMI's rights under Section 8.7 hereof, in the event WMI transfers all or part of its rights under this Section 2.4 to a liquidating trust pursuant to the Plan, WMI may assign (but is not obligated to assign) any or all of its control rights under this Section 2.4 to such liquidating trust; provided, however, that WMI shall continue to be responsible for all the liabilities and obligations of WMI under Section 2.4 of this Agreement; and, provided, further, however, that, if WMI assigns all of its rights and obligations under this Section 2.4 to a liquidating trust, WMI shall have no further liability or obligations under this Section 2.4 as long as the transfer to the liquidating trust shall not impose any additional liabilities or obligations on JPMC.

(vi) Notwithstanding anything to the contrary in this Agreement, the FDIC Receiver may not assign its rights under this Section 2.4(a) without the prior written consent of WMI and JPMC. Any purported assignment in violation of the preceding sentence shall be null and void.

(b) Receipt and Distribution of Tax Refunds. WMI, the FDIC Receiver and JPMC (as applicable, including on behalf of WMB and any subsidiary acquired by JPMC from the FDIC Receiver on behalf of WMB) shall jointly direct all Tax Authorities to pay any refunds of Pre-2009 Group Taxes to the Refund Escrow Account. In the event that any Party, any current or future subsidiary of any Party, any entity that is or was a subsidiary of any Party at any time on or after the Petition Date, any entity that is or was an Affiliate at any time on or after the Petition Date of any Party, any successor of any Party (including, for the avoidance of doubt, any liquidating trust established pursuant to the Plan), or any member of any Group has received on or after the Petition Date or hereafter receives any refund of Pre-2009 Group Taxes (other than any refunds deposited in the Disputed Accounts and the WMI Accounts governed by Section 2.1 hereof), the relevant Party shall promptly remit or cause to be remitted the amount of such refunds to the Refund Escrow Account. To the extent reasonably determined (as provided in Section 2.4(a)(ii) hereof) by WMI, JPMC and the FDIC Receiver jointly to be necessary for the discharge of Pre-2009 Group Tax Liabilities, WMI, JPMC and the FDIC Receiver shall jointly direct the custodian of the Refund Escrow Account to make remittances to discharge Pre-2009 Group Tax Liabilities.

(i) As soon as practical following JPMC's awareness that any Party, any current or future subsidiary of any Party, any entity that is or was a

subsidiary of any Party at any time on or after the Petition Date, any entity that is or was an Affiliate at any time on or after the Petition Date of any Party, any successor of any Party (including, for the avoidance of doubt, any liquidating trust established pursuant to the Plan), or any member of any Group has received a refund of Pre-2009 Group Taxes, other than any refunds deposited in the Disputed Accounts and the WMI Accounts governed by Section 2.1 hereof (or if already received, following the Effective Date), JPMC will reasonably estimate the following amounts:

(A) The total expected amount of Pre-2009 Group Tax Liabilities (the "***Expected Pre-2009 Group Tax Liabilities***");

(B) The Homeownership Carryback Threshold; and

(C) The Homeownership Carryback Refund Amount.

For the avoidance of doubt, any estimated amount of the Homeownership Carryback Threshold shall be calculated net of the Expected Pre-2009 Group Tax Liabilities that have not, at the time of the calculation, been paid.

(ii) (A) Upon receipt of any refund of Pre-2009 Group Taxes, an amount equal to fifty percent (50%) of the interest component of such refund shall be distributed, in aggregate, as applicable to WMI, JPMC and the FDIC Receiver. Such direct distributions shall be made in the proportion to which the refunds to which such interest relates are divided between WMI, JPMC and the FDIC Receiver under this Agreement (it being understood that such interest which relates to the Homeownership Carryback Refund Amount shall be paid thirty-four and eight hundred twenty-two thousandths percent (34.822%) to the FDIC Receiver and sixty-five and one hundred seventy-eight thousandths percent (65.178%) 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-five and one hundred seventy-eight thousandths percent (65.178%) of any incremental refunds of Pre-2009 Group Taxes to the Washington Mutual Escrow Account and thirty-four and eight hundred twenty-two thousandths percent (34.822%) 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-five and one hundred seventy-eight thousandths percent (65.178%) to the Washington Mutual Escrow Account and thirty-four and eight hundred twenty-two thousandths percent (34.822%) 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-four and eight hundred twenty-two thousandths percent (34.822%) 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-five and one hundred seventy-eight thousandths percent (65.178%) 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-four and eight hundred twenty-two thousandths percent (34.822%) 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-five and one hundred seventy-eight thousandths percent (65.178%) 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-four and eight hundred twenty-two thousandths percent (34.822%) 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-five and one hundred seventy-eight thousandths percent (65.178%) 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-four and eight hundred twenty-two thousandths percent (34.822%) 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-four and eight hundred twenty-two thousandths percent (34.822%) 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 Providian 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 January 31, 2011, 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 Plan shall also provide that the Debtors shall seek to bind those entities that opt out of the releases provided in the Plan. 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 JPMC Entities from any and claims resulting from, among other things, the issuance or assignment of the Trust Preferred Securities or any commitment, disclosure or non-disclosure with respect thereto, the declaration of any Exchange Event, as defined in the offering materials relating to the Trust Preferred Securities, with respect to the Trust Preferred Securities by the Office of Thrift Supervision, the assignment of the Trust Preferred Securities subsequent thereto, and any and all claims in any way related to the Trust Preferred Securities or the REIT Series, pursuant to the Plan, on the Effective Date, (a) JPMC shall (i) pay to the REIT Trust Holders Fifty Million Dollars ($50,000,000.00) or (ii) at the election of JPMC, distribute to the REIT Trust Holders shares of common stock of JPMC having a value as of the Effective Date in the amount of Fifty Million Dollars ($50,000,000.00) and (b) each REIT Trust Holder receiving its pro rata share of such consideration shall execute and deliver, or be deemed to have executed and delivered, a release for the benefit of JPMC with respect to the foregoing events.

Section 2.25. Checks, Funds, Rebatements 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.

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 five and three hundred fifty-seven thousandths percent (5.357%) of the Homeownership Carryback Refund Amount, with a cap of One Hundred Fifty Million Dollars ($150,000,000.00) (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, the FDIC Parties and each of the Settlement Note Holders, 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 Releasors***"), 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 (collecively, 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, each of the Settlement Note Holders 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, each of the Settlement Note Holders 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. Release of the Settlement Note Holders. 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 FDIC Parties, the Creditors' Committee, 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-Settlement Note Releasors***") shall be deemed to have irrevocably and unconditionally, fully, finally, and forever waived, released, acquitted and discharged the Settlement Note Holders, 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 "***Settlement Note 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-Settlement Note 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 Settlement Note 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 FDIC Claim, the Purchase and Assumption Agreement, 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, the transfer and the asserted assignment of the Trust Preferred Securities subsequent thereto, the Chapter 11 Cases and the negotiation, confirmation and consummation of the Plan and 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, 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-Settlement Note Releasors arising directly or indirectly from or otherwise relating to the Related Actions (collectively, the "***Settlement Note Released Claims***"). Notwithstanding anything contained in this Section 3.4 or elsewhere to the contrary, (a) the foregoing is not intended to release, nor shall have the effect of releasing, the Settlement Note Holders from the performance of their obligations in accordance with this Agreement, the written agreements set forth on Schedule 3.4 hereto and entered into among any of the Settlement Note Holders, on the one hand, and either of the WMI Entities, on the other hand, during the period subsequent to the Petition Date and (b) each Non-Settlement Note Releasor shall retain the right to assert any and all Settlement Note Released Claims by way of setoff, contribution, contributory or comparative fault or in any other defensive manner in the event that such Non-Settlement Note Releasor is sued on any Settlement Note Released Claim by a Settlement Note 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 Settlement Note Released Claim shall be determined in

connection with any such litigation as if the provisions of this Section 3.4 were not effective.

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 WMI Entities, each of the Debtors' estates, the Reorganized Debtors, the JPMC Entities, the FDIC Parties, each of the Settlement Note Holders, 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 or 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. 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 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, the Creditors' Committee Releasees or the Settlement Note 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) subject to the approval of the Board of Directors of the Federal Deposit Insurance Corporation (the "***FDIC Board***"), 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) subject to the approval of the FDIC Board, 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 Settlement Note Holders. Each of the Settlement Note Holders hereby represents and warrants for itself and those of its Affiliates that are Settlement Note Holders, that: (a) it and each such Affiliate 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 or such Affiliate is engaged, to own the properties it or such Affiliate owns, to execute this Agreement and to consummate the transactions contemplated hereby; (b) it and each such Affiliate 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 or such Affiliate in connection herewith (i) have been duly and validly authorized by it and by each such Affiliate and (ii) are not in contravention of its or such Affiliates organizational documents or any agreements specifically applicable to it or such Affiliate; (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 and each such Affiliate has received from the Debtors financial and other information concerning, among other matters, the Debtors, their chapter 11 estates, and the Related Actions of a kind, scope and extent sufficient to allow each Settlement Note Holder to make an informed decision with respect to voting to accept or reject the Plan.

Section 4.8. Representations of Settlement Note Holders as to Settlement Note Holdings. Each of the Settlement Note Holders hereby represents and warrants for itself and those of its Affiliates that are Settlement Note Holders, not jointly with the other Settlement Note Holders, that: (a) except with regard to the Settlement

Note Holdings, none of the Settlement Note Holders holds any claims against or equity interests in the Debtors, (b) it has not filed, or caused to be filed, proofs of claim against any of the Debtors other than proofs of claim related to the Settlement Note Holdings, (c) as of the date hereof, it has not assigned, sold, participated, granted, conveyed, or otherwise transferred, in whole or in part, the Settlement Note Holdings, 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 Settlement Note Holdings, 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 Settlement Note Holdings are the respective Settlement Note Holders and (e) Exhibit "C" truly and accurately reflects the holdings of each of the Settlement Note Holders.

Section 4.9. 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 4.10. 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, the Creditors' Committee Releasees or the Settlement Note Releasees based upon, arising from or relating to the WMI Released Claims, the FDIC Released Claims, the Creditors' Committee Released Claims or the Settlement Note 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, the Creditors' Committee Released Claims or the Settlement Note 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, the Creditors' Committee Releasees or the Settlement Note Releasees with respect to the WMI Released Claims, the FDIC Released Claims, 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 FDIC Released Claims against the FDIC Releasees, the Creditors' Committee Released Claims against the Creditors' Committee Releasees and the Settlement Note Released Claims against the Settlement Note 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, the Creditors' Committee Releasees or the Settlement Note Releasees based upon, arising from or relating to the WMI Released Claims, the JPMC Released Claims, the Creditors' Committee Released Claims or the Settlement Note 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, the Creditors' Committee Released Claims or the Settlement Note 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, 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, the Creditors' Committee Released Claims against the Creditors' Committee Releasees and the Settlement Note Released Claims against the Settlement Note 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 March 26, 2010, 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 Settlement Note Holders. Each of the Settlement Note Holders, for itself and on behalf of its Affiliates who are Settlement Note Holders, but not jointly with other Settlement Note Holders, hereby covenants and agrees as follows:

(a) None of the Settlement Note Holders shall sell, transfer, pledge, hypothecate or assign any of the Settlement Note Holdings 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 Settlement Note Holders may enter into one or more agreements to sell, transfer, pledge, hypothecate or assign the Settlement Note Holdings or any voting rights or participations or other interests therein to any third party (a "***Proposed Transferee***") provided that (i) any such Settlement Note Holder desirous of selling, transferring, pledging, hypothecating or assigning any Settlement Note Holdings shall inform, in writing, any purchaser, agent or other entity with respect thereto of the agreements set forth herein and (ii) such Proposed Transferee executes a letter agreement, in form and substance satisfactory to WMI and the transferring Settlement Note Holder, binding the Proposed Transferee to the terms and conditions of this Agreement to the same extent as the transferring Settlement Note Holders is bound herein.

(b) None of the Settlement Note Holders shall (i) file or assert any additional claims or proofs of claim, whatsoever, with the Bankruptcy Court or any other court or in the Receivership against any of the WMI Releasees, JPMC Releasees, Creditors' Committee Releasees and FDIC Releasees (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 JPMC Releasees and the FDIC Releasees based upon, arising from or relating to any of the Released Claims, or (iii) directly or indirectly aid any person in taking any action with respect to the Released Claims that is prohibited by this Section 5.4(b).

(c) The Settlement Note Holders shall (i) support, and otherwise take no action to impede or preclude, administration of the Debtors' Chapter 11 Cases, the approval of the Disclosure Statement or the confirmation, implementation and administration of the Plan 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 agreed to by the Debtors, JPMC and the FDIC Parties and (B) not vote for or support any chapter 11 plan not proposed or supported by the Debtors, JPMC and the FDIC Parties.

(d) On and effective as of the Effective Date, and without limiting the generality of the foregoing, the Settlement Note Holders shall be deemed to have covenanted not to sue the WMI Releasees, the JPMC Releasees, the Creditors' Committee 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, the Creditors' Committee Released Claims against the Creditors' Committee Releasees and the FDIC Released Claims against the FDIC Releasees.

(e) On the Effective Date, each of the Settlement Note Holders 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 4.7, 4.8 and 4.10 of this Agreement are true and correct as of the Effective Date.

Section 5.5. 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, the Settlement Note Released Claims against the Settlement Note 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, the Creditors' Committee and the Settlement Note Holders, JPMC, the FDIC Parties, the Creditors' Committee and each of the Settlement Note Holders 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, the Creditors' Committee and the Settlement Note Holders and (Z) not inconsistent with the terms provided herein, as determined by JPMC, the FDIC Receiver, FDIC Corporate, the Creditors' Committee and the Settlement Note Holders, 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, the Creditors' Committee and the Settlement Note Holders 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, the covenants of the Settlement Note Holders set forth in Section 5.4 hereof and the covenants of the Creditors' Committee set forth in Section 5.5 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) by May 21, 2010, FDIC Board approval of this Agreement and authorization for the consummation of the transactions contemplated herein;

(c) 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;

(d) the effective date of the Plan; and

(e) 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) either the FDIC Board or the Board of Directors of WMI shall have failed to approve this Agreement by May 21, 2010, (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 on or prior to August 31, 2010.

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 Section 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, FDIC Corporate and the Settlement Note Holders 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 (a) Bankruptcy Court approval as to the Debtors and (b) FDIC Board approval as to the FDIC Receiver and FDIC Corporate. 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: 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

If to the Settlement Note Holders:

Fried, Frank, Harris
Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Brad E. Scheler, Esq.
Telecopy: (212) 859-4000
Email: brad.eric.scheler@friedfrank.com

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: William C. Kosturos
Title: Chief Restructuring Officer

WMI INVESTMENT CORP.,
as Debtor in Possession

By: _____
Name: William C. Kosturos
Title: Chief Restructuring Officer

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

FEDERAL DEPOSIT INSURANCE CORPORATION, in Its Corporate Capacity

By: _____
Name: Michael Bradfield
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: Donald H. McCree III
Title: Managing Director

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 Bradfield
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:

aJPMORGAN 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

FEDERAL DEPOSIT INSURANCE CORPORATION, in Its Corporate Capacity

By: _____
Name: Michael Bradfield
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:
Title:

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: Michael Bradfield
Name: Michael Bradfield
Title: General Counsel

APPALOOSA MANAGEMENT L.P., on behalf of the following funds: Appaloosa Investment L.P. I, Palomino Fund Ltd., Thoroughbred Fund L.P., and Thoroughbred Master Ltd.

By: _____
Name:
Title:

CENTERBRIDGE PARTNERS, L.P., on behalf of the following funds: Centerbridge Credit Partners, L.P. and Centerbridge Credit Partners Master, L.P.

By: _____
Name:
Title:

OWL CREEK ASSET MANAGEMENT, L.P., on behalf of the following funds: 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.

By: _____
Name:
Title:

AURELIUS CAPITAL MANAGEMENT, LP, on behalf of the following funds: Aurelius Capital Partners, LP and Aurelius Investment, LLC

By: _____
Name:
Title:

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: _____
Name: Fred S. Hodara
Title: Authorized Representative

EXHIBIT "*A*"

LIST OF JPMC CLAIMS

Claimant	Claim No.	Debtor	Claim Amount
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
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

Claimant	Claim No.	Debtor	Claim Amount
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
JPMC	3267	WMIIC	Unliquidated

EXHIBIT "*B*"

LIST OF BANK BONDHOLDER CLAIMS

Claimant	Claim No.	Debtor	Claim Amount
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
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

Claimant	Claim No.	Debtor	Claim Amount
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
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

Claimant	Claim No.	Debtor	Claim Amount
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
Judith A. Honey	2342	WMI	25,159.00
Farmers New World Life Insurance Company	2372	WMI	5,049,826.00
Universal Underwriters Life Insurance Company	2387	WMI	504,983.00
National Bank of Canada NBCN Inc.	2397	WMI	27,364,785.00
Truck Insurance Exchange	2398	WMI	5,020,056.00
Zurich Specialties London Limited	2413	WMI	1,019,097.00
Truck Insurance Exchange	2421	WMI	10,040,113.00
Farmers New World Life Insurance Company	2429	WMI	4,039,861.00
Independence Life and Annuity Company	2440	WMI	505,267.00
Sun Life Assurance Company of Canada US	2444	WMI	57,425,757.00
Fire Insurance Exchange	2446	WMI	5,031,389.00
Sun Life Financial US Reinsurance Co.	2448	WMI	14,877,283.00
Sun Life Financial Reinsurance Barbados Ltdv.	2451	WMI	17,036,090.00
Truck Insurance Exchange	2454	WMI	5,031,389.00
Sun Life Insurance and Annuity Company of New York	2457	WMI	19,673,135.00
WMB Noteholder Group c/o Evan D. Flaschen, Esq. Bracewell & Giuliani, LLP.	2480	WMI	1,900,000,000.00
Zurich American Insurance Company and certain of its subsidiaries	2546	WMI	21,209,271.00
Fire Insurance Exchange	2549	WMI	5,020,056.00
Kemper Investors Life Insurance Company	2554	WMI	1,893,685.00
Linda J. Morrison	2610	WMI	50,000.00
J. Amsbuaugh or E. Davis Trustee Elizabeth Smith Davis Revocable Trust	2621	WMI	40,000.00
Jeffrey David Peace	2630	WMI	50,000.00

Claimant	Claim No.	Debtor	Claim Amount
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
Continential 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
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

Claimant	Claim No.	Debtor	Claim Amount
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*"

LIST OF CLAIMS AND EQUITY INTERESTS
OF SETTLEMENT NOTE HOLDERS

Appaloosa Investment L.P. I

Appaloosa Management I, L.P.

Palomino Fund Ltd.

Thoroughbred Fund L.P.

Thoroughbred Master Ltd.

Centerbridge Credit Partners, L.P.

Centerbridge Credit Partners Master, 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.

Owl Creek Asia Master Fund, LTD.

Aurelius Capital Management, LP

Aurelius Capital Master, Ltd.

Aurelius Convergence Master, Ltd.

ACP Master, Ltd.

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 PLAINTIFF	J.D. PROPERTIES COMPANY AND DOES 1 THROUGH 100,INCLUSIVE	8/16/00	8/16/01
1	Court Bond	6076327	1,500.00	WASHINGTON MUTUAL BANK, FA	JOYCE KIRBY, ET AL	9/18/00	9/18/01
1	Court Bond	6076336	2,500.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION	JOSEPH&PRISCILLA ISHIZAKI,YARDPETCH&UPON MCMANNIS,DOES 1-100	11/2/00	11/2/01

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Court Bond	6076338	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076339	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076340	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6076341	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E CRISP	11/13/00	11/13/01
1	Court Bond	6080899	5,000.00	WASHINGTON MUTUAL BANK	SNOHOMISH COUNTY SHERIFF	8/1/00	8/1/01
1	Court Bond	6080906	5,000.00	WASHINGTON MUTUAL BANK	CLARK COUNTY SHERIFF	8/9/00	8/9/01
1	Court Bond	6083049	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	AMIGOS ASSOCIATES, L.P. - DEFENDANT	12/29/01	12/29/02
1	Court Bond	6091604	1,500.00	WASHINGTON MUTUAL BANK, FA	GWENDOLYN E. CRISP, INDV. & AS SUCCESSOR TO CHARLES E. CRISP	11/29/00	11/29/01
1	Court Bond	6091605	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	GWENDOLYNE E. CRISP, INDIVIDUALLY & AS SUCCESSOR TO CHARLES	11/30/00	11/30/01
1	Court Bond	6091608	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREH KATOOZIAN, FREDERICO SAYRE, DOES 1-100	12/15/00	12/15/01
1	Court Bond	6091609	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREK KATOOZIAN, FREDERICO SAYRE, DOES 1-100	12/15/00	12/15/01
1	Court Bond	6091610	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	JOSEPH P. & JOSEPH L. SAPIENZA, MELVIN & PARTRICIA MARKMAN,	12/15/00	12/15/02
1	Court Bond	6091611	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	AMIGOS ASSOCIATES, L.P., AIDA ALVAREZ AS ADMINISTRATOR OF	12/15/00	12/15/01
1	Court Bond	6091612	20,000.00	WASHINGTON MUTUAL BANK, FA	KERN COUNTY MENTAL HEALTH ASSOCIATION	12/21/00	12/21/01
1	Court Bond	6091613	20,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	KERN COUNTY MENTAL HEALTH ASSOC., A CA NON PROFIT PUBLIC	12/21/00	12/21/01
1	Court Bond	6092168	5,000.00	WASHINGTON MUTUAL, INC.	SHERIFF OF SNOHOMISH COUNTY	1/31/01	1/31/02
1	Court Bond	6100525	1,500.00	WASHINGTON MUTUAL BANK, FA	TAHEREH KATOOZIAN, FREDERICO C SAYRE, DOES 1-100	1/5/01	1/5/02
1	Court Bond	6100526	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO ALSO KNOWN AS SO-HWA CHANG	1/5/01	1/5/02
1	Court Bond	6100528	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO, ALSO KNOWN AS SO-HWA CHANG OR IRENE SO HWA	1/8/01	1/8/02
1	Court Bond	6100531	1,500.00	WASHINGTON MUTUAL BANK, FA	DEXTER A. HENDERSON, ET AL	1/19/01	1/19/02
1	Court Bond	6100538	1,500.00	WASHINGTON MUTUAL BANK, FA	SO HWA HO ALSO KNOWN AS SO-HWA CHANG OR IRENE SO HWA CHANG	1/22/01	1/22/02
1	Court Bond	6100540	1,500.00	WASHINGTON MUTUAL BANK, FA	DEBRA LYNN SCHOLL	1/31/01	1/31/02
1	Court Bond	6100541	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	DEBRA LYNN SCHOLL, EXECUTOR OF ESTATE OF HELEN J. SCHOLL	1/31/01	1/31/02
1	Court Bond	6100547	1,500.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	HUGH PENDELTON, ET AL 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 PENDLETON 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	4/18/01	4/18/02
1	Court Bond	6113795	30,000.00	WM FINANCIAL SERVICES, INC. - PLAINTIFF	JOHN D. ALLEN & MARITAL 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, FDBA WESTERN BANK,	ALLING ENTERPRISES, INC., A WASHINGTON CORPORATION; ARDIS M.	1/8/02	1/8/03
1	Court Bond	6142175	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	VICTOR JONES, ET AL - DEFENDANTS	1/8/02	1/8/03
1	Court Bond	6142179	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	SAMUEL R. SALAZAR, ET AL (DEFENDANT)	1/24/02	1/24/03
1	Court Bond	6142180	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	SAMUEL R. SALAZAR, ET AL (DEFENDANT)	1/24/02	1/24/03
1	Court Bond	6142244	1,500.00	WASHINGTON MUTUAL BANK, FA	SAMUEL R. SALAZAR, ET AL	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	3/7/03	3/7/04
1	Court Bond	6142289	2,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	HUNTINGTON BEACH CENTERS, 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	Obligee / Description	Effective	Expiration
				(PLAINTIFF)	KEOGH & LYNN HOUGH CONST.LLC		
1	Court Bond	6184552	1,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	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;	10/7/02	10/7/03
1	Court Bond	6188856	1,500.00	WASHINGTON MUTUAL BANK, FA	JESUS MANUEL & REINA HILDA L. CARRENO, JOSE A. CASTANEDA, JR	12/2/02	12/2/03
1	Court Bond	6199455	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	ABUNDANT CAPITAL INC. (DEFENDANT)	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.	4/2/03	4/2/04
1	Court Bond	6202799	10,000.00	WASHINGTON MUTUAL BANK, FA PLAINTIFF	JOSE H. SANCHEZ, ETC., ET AL DEFENDANTS	2/11/03	2/11/04
1	Court Bond	6202816	16,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFFS	FRIDAY'S FOODLINE, INC. A CALIFORNIA CORPORATION, ET AL	3/12/03	3/12/04
1	Court Bond	6202878	1,500.00	WASHINGTON MUTUAL BANK, FA	IBERIA INVESTMENTS, INC. ET AL	4/21/03	4/21/04
1	Court Bond	6216600	1,500.00	WASHINGTON MUTUAL BANK, FA (PLIANTIFF)	FRIDAY'S FOODLINE, INC, ETC, ET AL (DEFENDANTS)	5/1/03	5/1/04
1	Court Bond	6222337	2,500.00	WASHINGTON MUTUAL BANK, FA	RICK HEMERICK, ET AL (DEFENDANT)	6/4/03	6/4/04
1	Court Bond	6222338	2,500.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	RICK HEMERICK, ET AL -DEFENDANT	6/4/03	6/4/04
1	Court Bond	6222339	170,000.00	WASHINGTON MUTUAL BANK	CHRIS BROWN, AS SHERIFF OF DOUGLAS COUNTY, OREGON	6/6/03	6/6/04
1	Court Bond	6222493	10,000.00	WASHINGTON MUTUAL BANK, FA - PLAINTIFF	ROBERT G. ALLEN CO., INC. ETC, ET AL. - DEFENDANT	6/25/03	6/25/04
1	Court Bond	6229567	10,000.00	WASHINGTON MUTUAL BANK, FA	ZIFF FAMILY MARKETS,INC. DBA: FOUR SEASONS MARKET; RONALD L.	7/7/03	7/7/04
1	Court Bond	6229663	1,000,000.00	WASHINGTON MUTUAL BANK, FA (PLANTIFF)	MONCKS CORNER FINANCE, INC; MICHAEL J STRONG, SHERRY STRONG,	8/11/03	8/11/04
1	Court Bond	6237447	100,342.00	WASHINGTON MUTUAL BANK, FA, ET AL (DEFENDANT)	RANCHO BERNARDO COMMUNITY BANK	9/29/08	9/29/09
1	Court Bond	6241585	10,000.00	WASHINGTON MUTUAL, FAPLAINTIFF	RENO METAL PRODUCTS,INC. DBA RENO SHEET METAL CO. ETAL	10/13/03	10/13/04
1	Court Bond	6255195	10,000.00	WASHINGTON MUTUAL BANK, FA	JAMES M. DONEGAN,AN INDIVIDUAL & DOES 1 THROUGH 50 INCLUSIVE	12/23/03	12/23/04
1	Court Bond	6255288	1,500.00	WASHINGTON MUTUAL BANK, FA	AFFORDABLE HOUSING SERVICES, INC.	3/26/04	3/26/05
1	Court Bond	6255305	1,500.00	WASHINGTON MUTUAL BANK, FA	REBECCA B. TWIGHT, INDIVIDUALLY & AS TRUSTEE OF THE TWIGHT	4/14/04	4/14/05
1	Court Bond	6255310	1,500.00	WASHINGTON MUTUAL BANK, FA (PLAINTIFF)	REBECCA B. TWIGHT, ET AL. (DEFENDANT)	4/21/04	4/21/05
1	Court Bond	6255343	10,000.00	WASHINGTON MUTUAL BANK, FA	TERRA-CAL CONSTRUCITON, INC., A CALIFORNIA CORPORATION,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	2/4/08	2/4/09
1	Court Bond	6317548	303,825.00	WASHINGTON MUTUAL BANK FA	MARTIN SHAFRON, MARGARET SHAFRON, KEVIN D. JANISON, TERRI S. JANISON	3/8/08	3/8/09
1	Court Bond	6317568	10,000.00	WASHINGTON MUTUAL	CHARO COMMUNITY DEVELOPMENT CORPORATION	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	7/28/08	7/28/09
1	Court Bond	6361653	125,000.00	WASHINGTON MUTUAL	SUPERIOR COURT OF THE STATE OF CALIFORNIA	8/1/08	8/1/09
1	Court Bond	6361720	50,000.00	WASHINGTON MUTUAL	BRIAN E. HAYES AND ROBIN HAYES	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 NICHOLAS LATIMER	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,	12/20/07	12/20/08
1	Court Bond	6525106	1,500.00	WASHINGTON MUTUAL BANK, FA	GREATER BETHANY ECONOMIC DEVELOPMENT CORPORATION; THE CITY OF LOS ANGELES	1/15/08	1/15/09
1	Court Bond	6525107	1,500.00	WASHINGTON MUTUAL	JORGE ESPARZA, ET AL	1/25/08	1/25/09
1	Court Bond	6525108	1,500.00	WASHINGTON MUTUAL BANK, FA	JORGE ESPARZA, ET AL	1/25/08	1/25/09
1	Court Bond	6525109	1,500.00	WASHINGTON MUTUAL BANK, FA	JORGE ESPARZA, ET AL	2/20/08	2/20/09
1	Court Bond	6525110	291,746.74	WASHINGTON MUTUAL BANK, SUCCESSOR IN INTEREST TO WASHINGTON MUTUAL HOME LOANS	WOOLMAN OVAL HOLDINGS, INC.	3/19/08	3/19/09
1	Court Bond	6525111	1,500.00	WASHINGTON MUTUAL BANK, FA	CUSTOM ADVANTAGE BUILDERS, INC.	3/27/08	3/27/09
1	Court Bond	6525112	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	4/11/08	4/11/09
1	Court Bond	6525113	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	4/11/08	4/11/09
1	Court Bond	6525114	1,500.00	WASHINGTON MUTUAL BANK, FA	CUSTOM ADVANTAGE BUILDERS, INC.	4/21/08	4/21/09
1	Court Bond	6525116	1,500.00	U.S. BANK NATIONAL ASSOCIATION	ERNEST W. BRUNSON	5/12/08	5/12/09
1	Court Bond	6525117	1,500.00	WASHINGTON MUTUAL BANK	MANUEL R. CONTRERAS	5/12/08	5/12/09
1	Court Bond	6525119	1,500.00	WASHINGTON MUTUAL BANK	SHADOW MOUNTAIN, LLC	5/16/08	5/16/09
1	Court Bond	6525123	2,500.00	WASHINGTON MUTUAL	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525124	2,500.00	WASHINGTON MUTUAL BANK, FA	RJ PROPERTY INVESTMENTS, LLC	6/9/08	6/9/09
1	Court Bond	6525125	2,500.00	WASHINGTON MUTUAL BANK	RJ PROPERTY INVESTMENTS, LLC	7/9/08	7/9/09
1	Court Bond	6525126	1,500.00	WASHINGTON MUTUAL	PARVIZ SANIEOFF ET AL	8/5/08	8/5/09
1	Court Bond	6525127	1,500.00	WASHINGTON MUTUAL BANK, FA	PARVIZ SANIEOFF ET AL	8/5/08	8/5/09
1	Court Bond	6525128	2,500.00	WASHINGTON MUTUAL BANK, FA	JAIME ARELLANO	8/11/08	8/11/09
207	Court Bond Total		**6,099,124.70**				
1	Guarantee Payment Bond	4486244	91,550.00	HOME SAVINGS OF AMERICA	Florida Power & Light Company	9/7/00	9/7/01
1	Guarantee Payment Bond	4689056	1,500.00	HOME SAVINGS OF AMERICA	WITHLACOOCHEE 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/Permit Bond	2062431	7,500.00	OXFORD INVESTMENT CORPORATION	State of California	10/26/99	10/26/02
1	License/Permit Bond	4095618	10,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF CALIFORNIA/DEPARTMENT OF INSURANCE	1/28/03	1/28/04
1	License/Permit Bond	4380730	5,000.00	COMMERCE SERVICE	THE STATE OF ARIZONA/ DIRECTOR OF INSURANCE	6/17/00	6/17/03
1	License/Permit Bond	4380735	10,000.00	COMMERCE SERVICE CORPORATION	THE STATE OF IDAHO/ DEPT. OF INSURANCE	6/17/03	6/17/06
1	License/Permit Bond	4380737	25,000.00	COMMERCE SERVICE CORPORATION	the state of louisiana	6/17/03	6/17/06
1	License/Permit Bond	4380744	25,000.00	HOME CREST INSURANCE SERVICES, INC.	STATE OF WASHINGTON	6/17/06	6/17/09
1	License/Permit Bond	4479958	50,000.00	HOME CREST INSURANCE SERVICES, INC	STATE OF CALIFORNIA.	1/18/08	1/18/09
1	License/Permit Bond	5162844	2,500.00	WILLIAM A.=HAWKINS	STATE OF ILLINOIS, DEPT. OF INSURANCE	7/18/99	7/18/00
1	License/Permit Bond	5465134	40,000.00	AHMANSON MORTGAGE CO.	State of Connecticut	10/1/98	10/1/99
1	License/Permit Bond	5465163	10,000.00	RICHIE DOUGLAS=ROWSEY	STATE OF CALIFORNIA/DEPT. OF INSURANCE	10/21/99	10/21/00
1	License/Permit Bond	5465164	10,000.00	ROBERT DALE=NORTON	STATE OF CALIFORNIA/DEPT. OF INSURANCE	10/21/98	10/21/99
1	License/Permit Bond	5552377	5,000.00	RICHIE D.=ROWSEY	STATE OF ARIZONA-DEPT. OF INSURANCE	10/27/99	10/27/00
1	License/Permit Bond	5552378	5,000.00	RICHIE D.=ROWSEY	State of Georgia	10/27/99	10/27/00
1	License/Permit Bond	5552379	2,500.00	RICHIE D.=ROWSEY	State of Illinois	10/27/99	10/27/00
1	License/Permit Bond	5552380	15,000.00	RICHIE D.=ROWSEY	STATE OF NORTH CAROLINA/INSURANCE COMMISSIONER	10/27/99	10/27/00
1	License/Permit Bond	5573000	10,000.00	RICHIE D.=ROWSEY	State of New Mexico	4/10/00	4/10/01
1	License/Permit Bond	5587359	5,000.00	RICHIE D.=ROWSEY	STATE OF VERMONT/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Permit Bond	5587383	5,000.00	RICHIE D.=ROWSEY	STATE OF ARKANSAS/DEPT. OF INSURANCE	4/12/00	4/12/01
1	License/Permit Bond	5587390	25,000.00	RICHIE D.=ROWSEY	State of Louisiana	4/19/00	4/19/01
1	License/Permit Bond	5611510	25,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF TEXAS	6/21/08	6/21/09
1	License/Permit Bond	5683295	5,000.00	HOME CREST INSURANCE SERVICES	STATE OF CALIFORNIA	11/14/08	11/14/09
1	License/Permit Bond	5683318	100,000.00	WASHINGTON MUTUAL INSUR.SERVICES MANAGING GENERAL AGENCY,INC	STATE BOARD OF INSURANCE, STATE OF TEXAS	11/1/02	11/1/03
1	License/Permit Bond	5693811	20,000.00	HOME CREST INSURANCE SERVICES, INC.	DISTRICT OF COLUMBIA	4/30/07	4/30/09
1	License/Permit Bond	5700392	2,500.00	LINDA T.MAESTAS	STATE OF ILLINOIS	6/11/08	6/11/09
1	License/Permit Bond	5700393	2,500.00	MARY A.=PALHINHA	STATE OF ILLINOIS/DEPT. OF INSURANCE	6/11/99	6/11/00
1	License/Permit Bond	5700395	2,500.00	JILL K.SMITH	STATE OF ILLINOIS	6/11/08	6/11/09
1	License/Permit Bond	5700419	2,500.00	DOREEN B.-LIUZZI	STATE OF ILLINOIS/DEPT. OF INSURANCE	7/25/99	7/25/00
1	License/Permit Bond	5761873	2,500.00	MARTHABEATRICE ORTEGA, GRIFFIN FINANCIAL SVS. INS. AGENCY	STATE OF ILLINOIS	4/16/08	4/16/09
1	License/Permit Bond	5773363	2,500.00	NINAMARIEQUINTERO - GRIFFIN FINANCIAL SERVICES INS. AGENCY	STATE OF ILLINOIS	11/3/08	11/3/09
1	License/Permit Bond	5773365	2,500.00	IVONNE MARIA GUERRERO - GRIFFIN FINANCIAL SERVICES INS. AGCY	STATE OF ILLINOIS	10/29/08	10/29/09
1	License/Permit Bond	5773366	2,500.00	RICHARD LOWTHER - GRIFFIN FINANCIAL SERVICE INS. AGENCY	STATE OF ILLINOIS	10/29/08	10/29/09
1	License/Permit Bond	5828016	10,000.00	HOME CREST INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	6/24/08	6/24/09
1	License/Permit Bond	5833830	25,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF TEXAS	5/5/08	5/5/09
1	License/Permit Bond	5851143	7,500.00	AHMANSON DEVELOPMENTS, INC.	STATE OF CALIFORNIA/CONTRACTOR'S STATE LICENSE BOARD	10/18/99	10/18/00
1	License/Permit Bond	5851195	25,000.00	JILL K.=SMITH-ELY	State of Louisiana	11/20/03	11/20/04
1	License/Permit 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	Obligee / 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	ALABAMA DEPARTMENT OF REVENUE; MOTOR VEHICLE DIVISION	5/29/01	5/29/02
1	License/Permit Bond	5986040	50,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF CALIFORNIA	6/17/08	6/17/09
1	License/Permit Bond	5986059	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	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/Perm	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
	it Bond			INC.	REVENUE MOTOR VEHICLE DIVISION		
	License/Perm			WASHINGTON MUTUAL FINANCE,	ALABAMA DEPARTMENT OF REVENUE,		
1	it Bond	5986066	5,000.00	INC.	MOTOR VEHICLE DIVISION	8/9/99	8/9/00
	License/Perm			WASHINGTON MUTUAL FINANCE,	ALABAMA DEPARTMENT OF REVENUE,		
1	it Bond	5986068	5,000.00	INC.	MOTOR VEHICLE DIVISION	8/1/99	8/1/00
	License/Perm			CITY FINANCE COMPANY DBA	STATE TAX COMMISSION, BUREAU OF		
1	it Bond	5986069	5,000.00	WASHINGTON MUTUAL FINANCE	REVENUE	8/29/00	8/29/01
	License/Perm			CITY FINANCE COMPANY DBA	STATE TAX COMMISSION, BUREAU OF		
1	it Bond	5986074	5,000.00	WASHINGTON MUTUAL FINANCE	REVENUE	9/2/00	9/2/01
	License/Perm				STATE OF VERMONT - COMMISSIONER		
1	it Bond	6007276	50,000.00	Long Beach Mortgage Company	OF BANKING	12/31/04	12/31/05
					STATE CORPORATION		
	License/Perm			BLAZER FINANCIAL SERVICES,	COMMISSION;BUREAU OF FINANCIAL		
1	it Bond	6025920	10,000.00	INC.	INSTITUTION	6/30/01	6/30/02
	License/Perm						
1	it Bond	6025937	10,000.00	WMFS INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	12/9/07	12/9/08
	License/Perm						
1	it Bond	6025968	25,000.00	BLAZER FINANCIAL SERVICES INC.	COMMISSIONER OF CONSUMER CREDIT	10/15/99	12/31/01
	License/Perm				STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6025971	168,000.00	BLAZER FINANCIAL SERVICES INC.	OF LICENSING & REGULATION	12/31/00	12/31/01
				BLAZER FINANCIAL SERVICES,INC.	COMMISSION OF CONSUMER		
	License/Perm			DBA=WASHINGTON MUTUAL	CREDIT,DEPT. OF LICENSES &		
1	it Bond	6025973	108,000.00	FINANCE	REGULATION	12/30/00	12/30/01
	License/Perm						
1	it Bond	6026003	2,500.00	CARL A.FORMATO	STATE OF ILLINOIS	11/8/08	11/8/09
	License/Perm			WASHINGTON MUTUAL FINANCE,	KANSAS OFFICE OF THE STATE BANK		
1	it Bond	6026010	100,000.00	INC. OF KANSAS	COMM.,DIV. OF CONSUMER &	11/10/03	11/10/04
	License/Perm				STATE OF WA, DEPT OF MOTOR		
1	it Bond	6026012	10,650.00	THOMAS D.=SLOSSON	VEHICLES	11/12/99	11/12/02
	License/Perm						
1	it Bond	6026013	89,820.00	WASHINGTON MUTUAL BANK	STATE TAX COMMISSIONER OF UTAH	11/12/99	11/12/02
	License/Perm						
1	it Bond	6037705	58,900.00	WASHINGTON MUTUAL BANK	State of Utah	11/19/99	11/19/02
	License/Perm			WASHINGTON MUTUAL FINANCE,	ALABAMA DEPT. OF REVENUE, MOTOR		
1	it Bond	6037706	5,000.00	INC.	VEHICLE DIVISION	11/22/99	11/22/00
	License/Perm				STATE OF WASHINGTON, DEPARTMENT		
1	it Bond	6037717	54,000.00	HERBERT=JOHNSON	OF MOTOR VEHICLES	12/13/99	12/13/02
	License/Perm						
1	it Bond	6037718	55,800.00	WASHINGTON MUTUAL, INC.	State of Utah	12/13/99	12/13/02
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037723	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037724	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037725	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037726	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037727	12,000.00	FINANCE	OF LINCENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037728	12,000.00	FINANCE	OF LINCENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037729	12,000.00	FINANCE	OF LINCENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA-WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037730	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037731	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037732	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037733	12,000.00	FINANCE	OF LICENSING & REGULATION	12/31/99	12/31/01
				BLAZER FINANCIAL SERVICES,INC.			
	License/Perm			DBA=WASHINGTON MUTUAL	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037734	12,000.00	FINANCE	OF LINCENSING & REGULATION	12/31/99	12/31/01
	License/Perm			BLAZER FINANCIAL SERVICES,INC.	STATE OF MARYLAND, DEPARTMENT		
1	it Bond	6037735	12,000.00	DBA=WASHINGTON MUTUAL	OF LINCENSING & 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 FINANCE	STATE OF MARYLAND, DEPARTMENT OF LICENSING &REGULATION	12/31/99	12/31/01
1	License/Permit Bond	6037738	10,000.00	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.	Utah State Tax Commission	2/9/00	2/9/03
1	License/Permit Bond	6037788	400,000.00	WESTERN CREDIT SERVICES 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 DIVISIO	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#-52-131	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 LICESNING & 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, A DELAWARE LLC	RHODE ISLAND DEPT OF BUSINESS REGULATION, DIV OF BANKING	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 COMISSION	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 &	7/11/03	7/11/04
1	License/Permit Bond	6126633	35,000.00	WASHINGTON MUTUAL FINANCE, LLC.	FLORIDA DEPT OF INSURANCE, BUREAU OF AGENT & AGENCY LICENSE	7/11/03	7/11/04
1	License/Permit Bond	6126643	195,000.00	Long Beach Mortgage Company	ATTORNEY GENERAL OF THE STATE OF COLORADO	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/Perm	6132212	10,000.00	WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT OF	9/26/03	9/26/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	it Bond			LLC	BANKING & FINANCE		
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER, STATE OF FLORIDA,		
1	it Bond	6132213	10,000.00	LLC	DEPT. OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	FL DEPARTMENT OF BANKING AND		
1	it Bond	6132214	10,000.00	LLC	FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF THE STATE OF		
1	it Bond	6132215	10,000.00	LLC	FLORIDA, DEPT. OF BANKING	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF THE STATE OF FL,		
1	it Bond	6132216	10,000.00	LLC	DEPT. OF BANKING & FINANCE	9/26/02	9/26/03
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF FL, OFFICE OF THE		
1	it Bond	6132217	10,000.00	LLC	COMPTROLLER, DEPT OF BANKING &	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF FL, OFFICE OF THE		
1	it Bond	6132218	10,000.00	LLC	COMPTROLLER, DEPT OF BANKING &	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF FL, OFFICE OF THE		
1	it Bond	6132219	10,000.00	LLC	COMPTROLLER, DEPT OF BANKING &	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FL, DEPT.		
1	it Bond	6132220	10,000.00	LLC	OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF FL, OFFICE OF THE		
1	it Bond	6132221	10,000.00	LLC	COMPTROLLER, DEPT OF BANKING &	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT OF		
1	it Bond	6132222	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FL, DEPT.		
1	it Bond	6132223	10,000.00	LLC	OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT OF		
1	it Bond	6132224	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FL, DEPT.		
1	it Bond	6132225	10,000.00	LLC	OF BANKING & FINANCE	9/26/02	9/26/03
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF FL, OFFICE OF THE		
1	it Bond	6132226	10,000.00	LLC	COMPTROLLER, DEPT OF BANKING &	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT. OF		
1	it Bond	6132227	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	FL DEPARTMENT OF BANKING AND		
1	it Bond	6132228	10,000.00	LLC	FINANCE, DIVISION OF FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132229	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT. OF		
1	it Bond	6132230	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132231	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132232	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/02	9/26/03
	License/Perm			WASHINGTON MUTUAL FIANANCE,	COMPTROLLER OF FLORIDA, DEPT OF		
1	it Bond	6132233	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132234	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132235	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/02	9/26/03
	License/Perm				COMPTROLLER OF FLORIDA, DEPT. OF		
1	it Bond	6132236	10,000.00	WASHINGTON MUTUAL, INC.	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132237	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132238	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT. OF		
1	it Bond	6132239	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132240	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132241	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT. OF		
1	it Bond	6132242	10,000.00	LLC	BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF STATE OF FLORIDA,		
1	it Bond	6132243	10,000.00	LLC	DEPT OF BANKING & FINANCE	9/26/03	9/26/04
	License/Perm			WASHINGTON MUTUAL FINANCE,			
1	it Bond	6132255	100,000.00	LP	STATE OF AR, SECURITIES DEPT	10/8/03	10/8/04
	License/Perm			WASHINGTON MUTUAL FINANCE			
1	it Bond	6159625	25,000.00	OF VIRGINIA, LLC	NC COMMISSIONER OF BANKS	4/4/03	4/4/04
	License/Perm			WASHINGTON MUTUAL FINANCE	THE PEOPLE OF THE STATE OF		
1	it Bond	6166776	200,000.00	GROUP, LLC	TENNESSEE	7/30/03	7/30/04
	License/Perm				CONNECTICUT DEPARTMENT OF BANKING, CONSUMER CREDIT		
1	it Bond	6166784	40,000.00	Long Beach Mortgage Company	DIVISION	6/3/06	6/3/07
	License/Perm						
1	it Bond	6166799	25,000.00	Long Beach Mortgage Company	NC COMMISSIONER OF BANKS	6/6/06	6/6/07
	License/Perm						
1	it Bond	6166800	150,000.00	Long Beach Mortgage Company	State of Mississippi	9/30/05	9/30/06
1	License/Perm	6166827	150,000.00	Long Beach Mortgage Company	STATE OF MAINE, BUREAU OF	9/30/04	9/30/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
	it Bond				CONSUMER CREDIT PROTECTION		
	License/Perm				STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6166828	7,500.00	DANNY D. NOLAN	STATE LICENSE BOARD	6/17/04	6/17/05
	License/Perm				STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6166832	7,500.00	DANNY D. NOLAN	STATE LICENSE BOARD	6/17/04	6/17/05
	License/Perm			WASHINGTON MUTUAL FINANCE	STATE OF NORTH CAROLINA, OFFICE		
1	it Bond	6174998	150,000.00	OF NORTH CAROLINA, LLC	OF THE COMMISSIONER OF BANKS	7/18/03	7/18/04
	License/Perm				STATE OF NORTH CAROLINA, OFFICE		
1	it Bond	6184529	150,000.00	Long Beach Mortgage Company	OF THE COMMISSIONER OF BANKS	9/18/05	9/18/06
	License/Perm			WASHINGTON MUTUAL FINANCE	STATE OF MISSISSIPPI, DEPT OF		
1	it Bond	6186305	150,000.00	OF MISSISSIPPI, LLC	BANKING & CONSUMER FINANCE	10/1/03	9/30/04
	License/Perm				STATE OF OK, ADMINISTRATOR OF THE		
1	it Bond	6188827	5,000.00	Long Beach Mortgage Company	DEPT OF CONSUMER CREDIT	11/4/05	11/4/06
	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6188828	1,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	11/4/05	11/4/06
	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6188829	4,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	11/4/05	11/4/06
	License/Perm						
1	it Bond	6188830	25,000.00	Long Beach Mortgage Company	State of New Hampshire	12/31/06	12/31/07
	License/Perm				ADMINISTRATOR OF THE DEPARTMENT		
1	it Bond	6188839	5,000.00	WMFC ACCEPTANCE, LLC	OF CONSUMER CREDIT	11/14/03	11/14/04
	License/Perm				COMMISSIONER OF BANKING OF THE		
1	it Bond	6193543	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	12/16/05	12/16/06
	License/Perm				STATE OF CONNETICUT		
1	it Bond	6193595	40,000.00	Long Beach Mortgage Company	COMMISSIONER OF BANKING	2/4/06	2/4/07
	License/Perm				DIRECTOR OF THE DEPARTMENT OF		
1	it Bond	6199458	25,000.00	WMFC ACCEPTANCE, LLC	FINANCIAL INSTITUTIONS	1/6/03	12/31/03
	License/Perm				ADMINISTRATOR OF THE DEPARTMENT		
1	it Bond	6202806	1,000.00	Long Beach Mortgage Company	OF CONSUMER CREDIT	2/14/06	2/14/07
	License/Perm				OKLAHOMA DEPARTMENT OF		
1	it Bond	6202807	1,000.00	Long Beach Mortgage Company	CONSUMER CREDIT	2/14/06	2/14/07
	License/Perm			WASHINGTON MUTUAL FINANCE,	COMPTROLLER OF FLORIDA, DEPT OF		
1	it Bond	6222331	200,000.00	LLC	BANKING & FINANCE	12/31/03	12/31/04
	License/Perm				CALIFORNIA - CONTRACTORS STATE		
1	it Bond	6228725	12,500.00	JERRY L. FASCINATO INC.	LICENSE BOARD	7/2/08	7/2/09
	License/Perm			JERRY L FASCINATO; AHMANSON	STATE OF CALIFORNIA, CONTRACTOR'S		
1	it Bond	6241591	7,500.00	DEVELOPMENTS, INC.	STATE LICENSE BOARD	10/15/06	10/15/07
	License/Perm						
1	it Bond	6241664	2,000.00	WASHINGTON MUTUAL BANK, FA	BOROUGH OF SHREWSBURY, N.J.	11/6/07	11/6/09
				BLAZER FINANCIAL SERVICES, INC			
	License/Perm			DBA WASHINGTON MUTUAL	STATE OF NEW MEXICO, FIANNCIAL		
1	it Bond	6241684	25,000.00	FINANCE	INSTITUTIONS DIV. REGULATION	11/14/03	11/14/04
	License/Perm				STATE OF NEW MEXICO FINANCIAL		
1	it Bond	6241685	25,000.00	Long Beach Mortgage Company	INSTITUTIONS DIV REG & LCNSING	11/17/05	11/17/06
	License/Perm			WASHINGTON MUTUAL FINANCE,	STATE OF TENNESSEE, DEPT. OF		
1	it Bond	6255148	200,000.00	INC.	FINANCIAL INSTITUTIONS	6/30/04	6/30/05
	License/Perm						
1	it Bond	6255271	50,000.00	WASHINGTON MUTUAL BANK, FA	STATE OF LOUISIANA	2/9/08	2/9/09
	License/Perm						
1	it Bond	6288514	12,500.00	CRAIG TAYLOR PEOPLES	STATE OF CALIFORNIA.	8/1/08	8/1/09
	License/Perm				COMMISSIONER OF BANKING OF THE		
1	it Bond	6288515	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	7/30/05	7/30/06
	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6288523	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATION	10/1/05	10/1/06
	License/Perm				STATE OF OKLAHOMA, DEPARTMENT		
1	it Bond	6317497	1,000.00	Long Beach Mortgage Company	OF CONSUMER CREDIT	12/22/05	12/22/06
	License/Perm				BANKING COMMISSIONER OF THE		
1	it Bond	6342227	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	6/1/05	9/30/06
	License/Perm				BANKING COMMISSIONER, STATE OF		
1	it Bond	6342255	40,000.00	Long Beach Mortgage Company	CONNECTICUT	7/1/05	7/1/06
	License/Perm				BANKING COMMISSIONER OF THE		
1	it Bond	6342288	40,000.00	Long Beach Mortgage Company	STATE OF CONNECTICUT	7/15/05	7/15/06
	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6342289	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATON	7/15/05	7/15/07
	License/Perm			LONG BEACH MORGAGE	STATE OF OKLAHOMA, DEPARTMENT		
1	it Bond	6361642	1,000.00	COMPANY	OF CONSUMER CREDIT	7/15/05	7/15/06
	License/Perm			HOME CREST INSURANCE			
1	it Bond	6361658	25,000.00	SERVICES, INC.	STATE OF TEXAS	8/3/08	8/3/09
	License/Perm				STATE OF MAINE, OFFICE OF		
1	it Bond	6361668	50,000.00	Long Beach Mortgage Company	CONSUMER CREDIT REGULATON	8/24/05	9/30/07
	License/Perm				STATE OF IDAHO, TRANSPORTATION		
1	it Bond	6361680	113,800.00	GERARD J. PLANTE	DEPT., DEPT OF MOTOR VEHICLES	9/13/05	9/13/08
	License/Perm						
1	it Bond	6361705	9,556.00	VICTOR PORRAS	STATE OF UTAH	9/28/05	9/28/12
	License/Perm						
1	it Bond	6361706	72,000.00	MINDY BRODSTON	STATE OF UTAH	9/28/05	9/28/12
1	License/Perm	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
	it Bond License/Perm				STATE OF CONNECTICUT, DEPARTMEN*		
1	it Bond License/Perm	6361723	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, DIRECTOR OF CONSUMER CREDIT REGULATION	10/28/05	10/28/06
1	it Bond License/Perm	6361730	40,000.00	Long Beach Mortgage Company	BANKING COMMISSIONER OF THE STATE OF CONNECTICUT	11/4/05	11/4/06
1	it Bond License/Perm	6361738	150,000.00	Long Beach Mortgage Company	GEORGIA DEPARTMENT OF BANKING AND FINANCE	1/1/06	6/30/07
1	it Bond License/Perm	6361754	1,000.00	Long Beach Mortgage Company	STATE OF OKLAHOMA, DEPARTMENT OF CONSUMER CREDIT	12/16/05	12/16/06
1	it Bond License/Perm	6361762	50,000.00	Long Beach Mortgage Company	STATE OF MAINE, OFFICE OF CONSUMER CREDIT REGULATION	12/21/05	9/30/06
1	it Bond License/Perm	6361819	10,000.00	WASHINGTON MUTUAL INSURANCE SERVICES, INC.	STATE OF CALIFORNIA.	5/1/08	5/1/09
1	it Bond License/Perm	6423337	10,000.00	FIRST SELECT CORPORATION	STATE OF TEXAS	6/13/08	6/13/09
1	it Bond License/Perm	6423338	20,000.00	PROVIDIAN FINANCIAL CORPORATION	STATE OF LOUISIANA	8/1/08	8/1/09
1	it Bond License/Perm	6423340	10,000.00	FIRST SELECT CORPORATION	STATE OF TEXAS	8/16/08	8/16/09
1	it Bond License/Perm	6423341	50,000.00	WASHINGTON MUTUAL, INC.	STATE OF MISSISSIPPI	12/4/07	12/4/08
376	License/Permit Bond Total		**16,732,546.00**				
1	Lost Instrument Bond	0621140	93,815.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Lost Instrument Bond	5771976	249,435.00	HOME SAVINGS OF AMERICA, FACILITY DESIGN & CONSTRUCTION	CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION	8/30/99	8/30/00
1	Lost Instrument Bond	5775677	335,000.00	AMERICAN SAVINGS BANK	CALIFORNIA-EMPLOYMENT DEVELOPMENT DEPARTMENT	10/14/98	10/14/99
1	Lost Instrument Bond	5946449	106,841.00	WASHINGTON MUTUAL, INC	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION(GNMA)XX	10/1/98	10/1/99
1	Lost Instrument Bond	5946450	99,080.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946451	124,769.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946452	76,962.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946453	99,395.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946454	70,874.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946455	87,429.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946456	87,936.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946457	63,099.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946458	54,116.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946459	72,882.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946460	45,065.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946461	35,430.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	5946462	48,435.00	WASHINGTON MUTUAL, INC	Government National Mortgage Association (GNMA)	10/1/98	10/1/99
1	Lost Instrument Bond	6083039	159,409.00	WASHINGTON MUTUAL BANK	CORUS BANK	12/6/00	12/6/01
1	Lost	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	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	6141879	62,729.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6141880	67,454.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141881	142,878.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141882	76,607.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141883	52,553.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141884	64,036.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141885	137,420.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141886	90,247.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141887	85,984.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141888	75,065.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141889	76,579.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141890	111,427.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141891	61,221.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141892	79,967.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141893	100,200.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141894	61,524.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141895	77,390.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141896	114,312.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141897	70,613.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141898	159,883.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141899	93,574.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6141900	90,574.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142021	107,955.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142022	58,070.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond Lost Instrument	6142023	94,378.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Bond	6142024	196,151.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Lost	6142025	121,539.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6142026	54,720.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6142027	52,055.00	WASHINGTON MUTUAL	CHASE MORTGAGE SERVICES	11/5/01	11/5/02
1	Instrument Bond Lost	6142028	39,695.00	WASHINGTON MUTUAL	CHASE MORTGAGE AMERICA	11/5/01	11/5/02
1	Instrument Bond Lost	6142029	170,970.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142030	84,835.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142031	129,498.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142032	60,792.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142033	68,863.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142034	132,907.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142035	100,690.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142036	157,975.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142037	160,008.00	WASHINGTON MUTUAL	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	11/8/01	11/8/02
1	Instrument Bond Lost	6142056	32,500.00	WASHINGTON MUTUAL	MORTGAGE MATTERS, INC.	11/28/01	11/28/02
1	Instrument Bond Lost	6142057	95,147.00	WASHINGTON MUTUAL	FIRST CITY MORTGAGE, INC.	11/28/01	11/28/02
1	Instrument Bond Lost	6142058	98,172.00	WASHINGTON MUTUAL, INC.	FIRST NATIONAL HOME FINANCE CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142059	143,160.00	WASHINGTON MUTUAL	HOMEBANC MTG. CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142060	160,839.00	WASHINGTON MUTUAL	FIRST MAGNUS FINANCIAL DBA CHARTER FUNDING	11/28/01	11/28/02
1	Instrument Bond Lost	6142061	113,738.00	WASHINGTON MUTUAL, INC.	FLEET NATIONAL BANK	11/28/01	11/28/02
1	Instrument Bond Lost	6142062	103,870.00	WASHINGTON MUTUAL, INC.	GATEWAY FUNDING DIVERSIFIED MTG SERVICES	11/28/01	11/28/02
1	Instrument Bond Lost	6142063	77,592.00	WASHINGTON MUTUAL	FLEET NATIONAL BANK	11/28/01	11/28/02
1	Instrument Bond Lost	6142064	93,101.00	WASHINGTON MUTUAL	AMERICAN SECURITY MORTGAGE CORP.	11/28/01	11/28/02
1	Instrument Bond Lost	6142083	54,281.00	WASHINGTON MUTUAL	SILVER STATE FINANCIAL SERVICES DBA SILVER STATE MORTGAGE,	12/7/01	12/7/02
1	Instrument Bond Lost	6142120	103,700.00	WASHINGTON MUTUAL	GARDEN STATE MORTGAGE	12/28/01	12/28/02
1	Instrument Bond Lost	6142130	164,730.00	WASHINGTON MUTUAL	PREMIER MORTGAGE GROUP	1/9/02	1/9/03
1	Instrument Bond	6142131	82,009.00	WASHINGTON MUTUAL	WHOLESALE CAPITAL CORP.	1/10/02	1/10/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6142132	74,383.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142133	172,930.00	WASHINGTON MUTUAL	CITIZENS FIRST MORTGAGE CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142134	63,832.00	WASHINGTON MUTUAL	SKYLINE FUNDING	1/10/02	1/10/03
1	Lost Instrument Bond	6142135	79,436.00	WASHINGTON MUTUAL	MORTGAGE INVESTORS CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142136	90,406.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142137	137,108.00	WASHINGTON MUTUAL	HALLMARK GOVERNMENT MORTGAGE	1/10/02	1/10/03
1	Lost Instrument Bond	6142138	147,394.00	WASHINGTON MUTUAL	KMC MORTGAGE CO.	1/10/02	1/10/03
1	Lost Instrument Bond	6142139	58,242.00	WASHINGTON MUTUAL	HOMESTEAD FUNDING CORP.	1/10/02	1/10/03
1	Lost Instrument Bond	6142140	123,975.00	WASHINGTON MUTUAL	FIRST HOME ACCEPTANCE	1/10/02	1/10/03
1	Lost Instrument Bond	6142147	110,600.00	WASHINGTON MUTUAL	SOURCE ONE MORTGAGE SERVICES CORPORATION	1/15/02	1/15/03
1	Lost Instrument Bond	6142148	51,345.00	WASHINGTON MUTUAL	MASON-MCDUFFIE MORTGAGE CORPORATION	1/15/02	1/15/03
1	Lost Instrument Bond	6142149	105,711.00	WASHINGTON MUTUAL	BRUCHA MORTGAGE BANKERS CORP	1/15/02	1/15/03
1	Lost Instrument Bond	6142150	59,742.00	WASHINGTON MUTUAL	CITIFIED DIVERSIFIED, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142151	38,956.00	WASHINGTON MUTUAL	IN-HOME LENDER, INC.	1/15/02	1/15/03
1	Lost Instrument Bond	6142153	124,904.00	WASHINGTON MUTUAL	MOUNTAIN WEST BANK OF HELENA	1/16/02	1/16/03
1	Lost Instrument Bond	6142154	167,302.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142155	100,045.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOANS INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142156	127,468.00	WASHINGTON MUTUAL, INC.	FIRSTCITY MORTGAGE INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142157	153,778.00	WASHINGTON MUTUAL	COMMUNITY MORTGAGE CORPORATION	1/16/02	1/16/03
1	Lost Instrument Bond	6142158	113,900.00	WASHINGTON MUTUAL	NETFIRST MORTGAGE.NET	1/16/02	1/16/03
1	Lost Instrument Bond	6142159	293,145.00	WASHINGTON MUTUAL	CAMBRIDGE HOME CAPITAL LLC	1/16/02	1/16/03
1	Lost Instrument Bond	6142160	65,628.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES, INC.	1/16/02	1/16/03
1	Lost Instrument Bond	6142161	167,665.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS LTD	1/16/02	1/16/03
1	Lost Instrument Bond	6142162	124,058.00	WASHINGTON MUTUAL	HOMEBANC MORTGAGE CORP	1/16/02	1/16/03
1	Lost Instrument Bond	6142163	132,479.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES INC.	1/16/02	1/16/03
1	Lost Instrument	6142164	185,140.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE	1/16/02	1/16/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6142165	142,273.00	WASHINGTON MUTUAL	PROFESSIONAL MORTGAGE	1/16/02	1/16/03
1	Bond Lost Instrument	6142166	120,118.00	WASHINGTON MUTUAL	TRANSLAND FINANCIAL SERVICES INC.	1/16/02	1/16/03
1	Bond Lost Instrument	6142167	131,881.00	WASHINGTON MUTUAL	FARMERS AND MERCHANTS BANK	1/16/02	1/16/03
1	Bond Lost Instrument	6142168	124,368.00	WASHINGTON MUTUAL	FIRST NATIONAL BANK OF COLORADO	1/16/02	1/16/03
1	Bond Lost Instrument	6142173	103,828.00	WASHINGTON MUTUAL	STRATFORD FUNDING INCORPORATED	1/23/02	1/23/03
1	Bond Lost Instrument	6142174	155,148.00	WASHINGTON MUTUAL	PEOPLE'S MORTGAGE CORPORATION	1/24/02	1/24/03
1	Bond Lost Instrument	6142176	251,031.00	WASHINGTON MUTUAL, INC.	HOME LOAN MORTGAGE CORPORATION	1/24/02	1/24/03
1	Bond Lost Instrument	6142177	85,669.00	WASHINGTON MUTUAL	FAMILY HOME MORTGAGE CORP.	1/24/02	1/24/03
1	Bond Lost Instrument	6142178	84,902.00	WASHINGTON MUTUAL	GUARANTY TRUST CO.	1/24/02	1/24/03
1	Bond Lost Instrument	6142188	122,698.00	WASHINGTON MUTUAL	STERLING BANK, FSB	2/4/02	2/4/03
1	Bond Lost Instrument	6142189	121,678.00	WASHINGTON MUTUAL	AMERICA STATES MTG.	2/4/02	2/4/03
1	Bond Lost Instrument	6142190	176,610.00	WASHINGTON MUTUAL	HOMEAMERICAN MORTGAGE CORPORATION	2/4/02	2/4/03
1	Bond Lost Instrument	6142193	161,449.00	WASHINGTON MUTUAL	MORTGAGE CAPITAL FINANCIAL SERVICES, INC.	2/7/02	7/7/03
1	Bond Lost Instrument	6142194	67,809.00	WASHINGTON MUTUAL	SEA BREEZE FINANCIAL SERVICES, INC.	2/25/02	2/25/03
1	Bond Lost Instrument	6142195	55,468.00	WASHINGTON MUTUAL	UNITED LENDING PARTNERS	2/25/02	2/25/03
1	Bond Lost Instrument	6142196	173,672.00	WASHINGTON MUTUAL	KAUFMAN & BROAD	2/25/02	2/25/03
1	Bond Lost Instrument	6142197	82,755.00	WASHINGTON MUTUAL	AMERIGROUP MORTGAGE	2/25/02	2/25/03
1	Bond Lost Instrument	6142198	174,104.00	WASHINGTON MUTUAL	AMERIGROUP MORTGAGE	2/25/02	2/25/03
1	Bond Lost Instrument	6142200	80,644.00	WASHINGTON MUTUAL	DIVERSE AMERICAN MORTGAGE COMPANY	2/25/02	2/25/03
1	Bond Lost Instrument	6142202	138,222.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	2/26/02	2/26/03
1	Bond Lost Instrument	6142203	82,781.00	WASHINGTON MUTUAL	WESTMINSTER MORTGAGE CORPORATION	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 Instrument	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	HOMEBANC 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	HOMEBANC MORGAGE 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	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 MORTAGAGE 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	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 FILELITY 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	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	BANCSOURCE 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	WASHINTON 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	BANCSOURCE 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 INDIANPOLIS	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	6186322	71,236.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6186323	58,017.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186324	141,678.00	WASHINGTON MUTUAL	NUMERICA FUNDING, INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186325	81,285.00	WASHINGTON MUTUAL	NUMERICA FUNDING,INC.	10/25/02	10/25/03
1	Bond Lost Instrument	6186326	136,216.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186327	81,447.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186328	56,627.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6186329	89,405.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188759	227,540.00	WASHINGTON MUTUAL	COASTAL CAPITAL CORP.	10/28/02	10/28/03
1	Bond Lost Instrument	6188760	135,756.00	WASHINGTON MUTUAL	HOME FEDERAL SAVINGS BANK	10/28/02	10/28/03
1	Bond Lost Instrument	6188811	70,361.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188812	190,979.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188813	151,987.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188814	109,291.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188815	88,709.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188816	68,665.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188817	68,597.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188818	71,015.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188819	68,080.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188820	167,028.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188821	76,753.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188822	65,420.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188823	81,447.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188824	77,055.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	10/25/02	10/25/03
1	Bond Lost Instrument	6188825	129,079.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	11/1/02	11/1/03
1	Bond	6188826	105,660.00	WASHINGTON MUTUAL	PLATINUM DIRECT FUNDING	11/1/02	11/1/03
1	Lost	6188831	64,079.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	11/5/02	11/5/03

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	12/5/02	12/5/03
1	Lost Instrument	6193527	64,980.00	WASHINGTON MUTUAL	AMERICAN MIDWEST MORTGAGE 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 CORPORATION	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	6199507	159,270.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6199508	174,727.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199509	98,818.00	WASHINGTON MUTUAL	AMERIFIRST FINANCIAL CORPORATION	1/15/03	1/15/04
1	Bond Lost Instrument	6199510	138,875.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199511	140,786.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199512	90,536.00	WASHINGTON MUTUAL	WATERMARK FINANCIAL PARTNERS	1/15/03	1/15/04
1	Bond Lost Instrument	6199513	96,185.00	WASHINGTON MUTUAL	PARAGON HOME LENDING, LLC	1/15/03	1/15/04
1	Bond Lost Instrument	6199535	80,759.00	WASHINGTON MUTUAL	LAKE MORTGAGE COMPANY, INC	1/22/03	1/22/04
1	Bond Lost Instrument	6202722	100,276.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202723	91,682.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202724	118,738.00	WASHINGTON MUTUAL	WASHINTON MUTUAL BANK, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202725	181,796.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202726	160,960.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	2/24/03	2/24/04
1	Bond Lost Instrument	6202748	48,415.00	WASHINGTON MUTUAL	TOWNE & COUNTRY MORTGAGE	3/21/03	2/21/04
1	Bond Lost Instrument	6202749	297,550.00	WASHINGTON MUTUAL	BUDGET MORTGAGE BANKERS, LTD	3/21/03	3/21/04
1	Bond Lost Instrument	6202750	329,850.00	WASHINGTON MUTUAL	FIRST WEST MORTGAGE BANKERS, LTD.	3/21/03	3/21/04
1	Bond Lost Instrument	6202751	134,101.00	WASHINGTON MUTUAL	GROVES FUNDING CORP.	3/21/03	3/21/04
1	Bond Lost Instrument	6202752	107,769.00	WASHINGTON MUTUAL	AMCAP MORTGAGE, LTD	3/21/03	3/21/04
1	Bond Lost Instrument	6202753	194,880.00	WASHINGTON MUTUAL	SECURITY MORTGAGE INC.	3/21/03	3/21/04
1	Bond Lost Instrument	6202754	166,128.00	WASHINGTON MUTUAL	WARREN FEDERAL CREDIT UNION	3/21/03	3/21/04
1	Bond Lost Instrument	6202763	117,200.00	WASHINGTON MUTUAL	PINE STATE MORTGAGE CORP	3/21/03	3/21/04
1	Bond Lost Instrument	6202764	131,651.00	WASHINGTON MUTUAL	FOUNDATION FUNDING GROUP, INC.	3/24/03	3/24/04
1	Bond Lost Instrument	6202769	105,217.00	WASHINGTON MUTUAL	FOUNDATION FUNDING GROUP, INC.	3/26/03	3/26/04
1	Bond Lost Instrument	6202770	125,517.00	WASHINGTON MUTUAL	Washington Mutual Bank, FA	3/21/03	3/21/04
1	Bond Lost Instrument	6202772	86,660.00	WASHINGTON MUTUAL	MILLS COUNTY STATE BANK	3/27/03	3/27/04
1	Bond	6202773	156,000.00	WASHINGTON MUTUAL	COLORADO FEDERAL SAVINGS BANK	3/27/03	3/27/04
1	Lost	6202788	105,539.00	WASHINGTON MUTUAL	SUMMIT MORTGAGE CORPORATION	4/9/03	4/9/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	MORTAGE 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	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 Instrument	6216641	88,327.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216642	189,911.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216643	82,623.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216644	286,437.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216645	190,005.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216646	72,790.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216647	128,223.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216648	101,692.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216649	46,931.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216650	141,066.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216651	146,448.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216652	30,618.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216653	157,636.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216654	178,535.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216655	155,326.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216656	171,902.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216657	113,541.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216658	121,414.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216659	162,771.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216660	145,876.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216661	107,420.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216662	236,188.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	6216663	173,790.00	WASHINGTON MUTUAL BANK FA	WASHINGTON MUTUAL BANK FA	5/12/03	5/12/04
1	Instrument Bond Lost Instrument	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	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	5/19/03	5/19/04
1	Bond Lost Instrument	6221141	142,921.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	5/19/03	5/19/04
1	Bond Lost Instrument	6221142	136,159.00	WASHINGTON MUTUAL BANK, FA	FIRST MAGNUS FINANCIAL CORPORATION	5/19/03	5/19/04
1	Bond Lost Instrument	6221143	132,024.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF 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	5/19/03	5/19/04
1	Bond	6221153	199,112.00	WASHINGTON MUTUAL BANK, FA	AMERIGROUP MORTGAGE CORPORATION, A DIVISION OF MORTGAGE	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
	Instrument Bond Lost				MORTGAGE CORP.		
1	Instrument Bond Lost	6221156	116,184.00	WASHINGTON MUTUAL BANK, FA	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 MUTUALBANK, 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	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	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6222378	58,399.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222379	61,366.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222380	35,360.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222381	87,564.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222382	92,273.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222383	63,375.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222384	35,096.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222385	53,347.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222386	74,045.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222387	42,201.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222388	40,022.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222389	136,188.00	WASHINGTON MUTUAL BANKM F.A.	WASHINGTON MUTUAL BANK,F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222390	68,998.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222391	64,720.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222392	50,503.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222393	53,148.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222394	91,216.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222395	53,124.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222396	81,223.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument Bond	6222397	72,436.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222398	113,765.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222399	47,269.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222400	65,237.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222401	95,967.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, F.A.	6/12/03	6/12/04
1	Lost Instrument Bond	6222402	203,393.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04
1	Lost Instrument	6222403	81,689.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/12/03	6/12/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6222407	118,598.00	WASHINGTON MUTUAL BANK FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222408	159,599.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222409	117,181.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222410	92,295.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222411	181,971.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/13/03	6/13/04
1	Bond Lost Instrument	6222412	49,100.00	WASHINGTON MUTUAL BANK, F.A.	WASHINGTON MUTUAL BANK, F.A.	6/13/03	6/13/04
1	Bond Lost Instrument	6222413	155,218.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/16/03	6/16/04
1	Bond Lost Instrument	6222414	110,045.00	WASHINGTON MUTUAL BANK, FA	MIDFIRST MORTGAGE	7/24/03	7/24/10
1	Bond Lost Instrument	6222417	144,674.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222418	121,800.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222419	108,808.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222420	135,502.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222421	143,863.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222422	174,374.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222423	118,513.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222424	125,659.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222425	117,653.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222426	154,016.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222427	98,250.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/17/03	6/17/04
1	Bond Lost Instrument	6222431	238,984.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222432	186,956.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222433	169,504.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222434	149,936.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond Lost Instrument	6222435	128,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Bond	6222436	111,074.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost	6222437	52,993.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6222438	40,309.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222439	160,168.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222440	68,199.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222441	102,198.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222442	89,592.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222443	67,835.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222444	151,207.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222445	48,771.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222446	119,176.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222447	76,430.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222448	130,357.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222449	89,250.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222450	239,278.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222451	64,539.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222452	108,739.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222453	59,359.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222454	169,447.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222455	154,378.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222456	154,787.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222457	235,155.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222458	108,977.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222459	130,619.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222460	164,206.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost Instrument Bond	6222461	110,397.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/20/03	6/20/04
1	Lost 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	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	6228653	84,093.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6228654	41,845.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228655	212,385.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228656	258,281.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228657	120,884.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228658	89,272.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228659	86,499.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228660	64,755.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228661	142,232.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228662	132,318.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228663	89,789.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228664	106,974.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228665	100,139.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228666	85,336.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228667	65,510.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228668	155,538.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228669	118,137.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228670	63,876.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228671	82,378.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228672	95,858.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228673	127,929.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228674	78,689.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228675	108,725.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228676	47,189.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond Lost Instrument	6228677	177,188.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Bond	6228678	100,538.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04
1	Lost	6228679	84,190.00	WASHINGTON MUTUAL BANK, FA	Washington Mutual Bank, FA	6/27/03	6/27/04

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	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	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	8/11/03	8/11/10
1	Instrument Bond Lost	6237215	74,597.00	WASHINGTON MUTUAL BANK, FA	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/13/03	8/13/10
1	Instrument Bond Lost	6237217	140,191.00	WASHINGTON MUTUAL BANK, FA	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	8/14/03	8/14/10
1	Instrument Bond Lost	6237220	146,160.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/19/03	8/19/10
1	Instrument Bond Lost	6237227	94,020.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/21/03	8/21/10
1	Instrument Bond Lost	6237230	71,125.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Instrument Bond Lost	6237231	178,917.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Instrument Bond	6237232	231,425.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6237233	127,780.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237234	130,551.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237235	128,840.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/26/03	8/26/10
1	Lost Instrument Bond	6237252	15,451.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237253	3,901.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237254	46,481.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237255	25,463.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237256	60,774.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237257	62,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237258	69,477.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237259	67,363.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237260	7,560.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237261	118,442.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237262	186,137.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237263	126,595.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237264	70,358.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237265	72,268.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237266	70,728.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237267	37,478.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237268	8,159.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237269	54,711.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237270	63,121.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237271	75,827.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237272	48,568.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237273	4,453.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument	6237274	7,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6237275	4,305.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237276	46,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237277	1,509.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237278	16,302.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237279	52,417.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237280	20,597.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237281	23,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237282	36,155.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237283	4,979.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237284	8,248.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237285	9,922.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237286	8,920.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237287	12,427.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237288	13,936.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237289	13,828.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237290	11,418.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/23/03	8/23/10
1	Bond Lost Instrument	6237291	117,362.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237292	44,816.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237293	42,094.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237294	46,192.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237295	144,181.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237296	46,735.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237297	107,734.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond Lost Instrument	6237298	82,533.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Bond	6237299	106,975.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost	6237300	136,574.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6237301	93,413.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237302	7,651.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237303	13,410.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237304	53,263.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237305	8,457.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237306	22,259.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237307	9,252.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237308	40,051.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237309	4,156.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237310	32,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237311	7,099.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237312	4,219.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237313	13,951.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237314	2,842.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237315	7,826.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237316	7,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237317	7,372.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237318	9,795.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237319	62,973.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237320	59,451.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237321	47,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237322	681.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237323	5,592.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost Instrument Bond	6237324	34,371.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	8/28/03	8/28/10
1	Lost 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	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 Lost Instrument	6237439	79,014.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/19/03	9/19/10
1	Bond Lost Instrument	6237440	191,713.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Lost Instrument	6237441	108,605.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/18/03	9/18/10
1	Bond Lost Instrument	6237448	246,462.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	9/29/03	9/29/10
1	Bond Lost Instrument	6237451	46,955.00	WASHINGTON MUTUAL BANK, FA	M & T BANK	10/10/03	10/10/10
1	Bond Lost Instrument	6241525	86,934.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241526	128,031.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241527	107,530.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241528	72,418.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241529	138,404.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241530	106,781.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241531	101,351.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241532	94,950.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241533	84,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241534	142,750.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241535	156,406.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241536	236,292.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241537	285,797.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241538	68,067.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241539	72,521.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241540	92,071.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241541	127,607.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241542	124,987.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond Lost Instrument	6241543	151,288.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Bond	6241544	5,499.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/7/03	10/7/10
1	Lost	6241545	245,534.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	10/7/03	10/7/10

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost Instrument	6241546	118,071.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241547	119,819.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241548	160,091.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241549	153,357.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241550	126,120.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241551	185,056.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241552	154,081.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241553	171,413.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241554	65,613.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241555	107,912.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241556	64,102.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241557	64,984.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241558	131,537.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241559	102,593.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241560	48,580.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241561	65,287.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241562	98,463.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241563	212,052.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241564	88,145.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241565	64,315.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241566	93,512.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241567	134,039.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	6241568	76,233.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	10/10/03	10/10/10
1	Instrument Bond Lost Instrument	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	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	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 Instrument Bond	6255275	150,544.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/18/04	2/18/11
1	Instrument Bond Lost Instrument Bond	6255276	99,931.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255277	74,970.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255278	236,425.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255279	176,386.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255280	94,792.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255281	103,783.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/23/04	2/23/11
1	Instrument Bond Lost Instrument Bond	6255282	136,721.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
1	Instrument Bond Lost Instrument Bond	6255283	116,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	2/25/04	2/25/11
1	Instrument Bond Lost Instrument Bond	6255284	103,500.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost Instrument Bond	6255285	89,749.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost Instrument Bond	6255286	83,000.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/15/04	3/15/11
1	Instrument Bond Lost Instrument Bond	6255287	126,469.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	3/19/04	3/19/11
1	Instrument Bond Lost Instrument Bond	6255289	11,313.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255290	82,650.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255291	76,205.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255292	83,704.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255293	151,953.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255294	151,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255295	96,407.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255296	125,739.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255297	118,665.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	6255298	162,811.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	4/1/04	4/1/11
1	Instrument Bond Lost Instrument Bond	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	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	6288368	153,932.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288369	60,578.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288370	127,429.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288371	116,594.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288372	107,843.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288373	87,297.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288374	73,529.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288375	44,202.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288376	126,766.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288377	51,446.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288378	58,913.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288379	130,927.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288380	142,040.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288381	127,696.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288382	51,427.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288383	50,345.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288384	67,389.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288385	103,172.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288386	83,773.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288387	177,813.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288388	114,058.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288389	31,760.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288390	44,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288391	5,582.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288392	70,328.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond	6288393	92,880.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost	6288394	36,261.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	6288445	71,229.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6288446	32,147.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288447	48,975.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288448	41,466.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288449	142,675.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288450	110,861.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288451	85,090.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288452	61,018.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288453	101,925.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288454	74,804.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288455	119,212.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288456	149,937.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288457	212,905.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288458	43,504.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288459	152,176.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288460	128,908.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288461	95,827.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288462	192,491.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288463	95,135.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288464	143,674.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288465	69,387.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288466	169,253.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288467	78,656.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288468	92,342.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond Lost Instrument	6288469	94,428.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Bond	6288470	74,987.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost	6288471	127,617.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6288472	119,092.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288473	101,330.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288474	142,160.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288475	129,901.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288476	142,772.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288477	74,518.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288478	331,654.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288479	166,542.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288480	89,920.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288481	81,935.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288482	116,933.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288483	22,720.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288484	86,830.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288485	117,560.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288486	160,546.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288487	213,511.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288488	272,243.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288489	128,356.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288490	65,329.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288491	100,170.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288492	127,686.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288493	87,712.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288494	54,992.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond Lost	6288495	81,908.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Instrument Bond	6288496	91,978.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6288497	113,444.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288498	161,366.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/10/04	6/10/11
1	Lost Instrument Bond	6288499	123,904.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK	6/10/04	6/10/11
1	Lost Instrument Bond	6288500	92,270.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288501	149,854.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288502	45,050.00	WASHINGTON MUTUAL BANK, FA	WASHINGTON MUTUAL BANK, FA	6/22/04	6/22/11
1	Lost Instrument Bond	6288504	62,002.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288505	131,255.07	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288506	245,392.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/7/04	7/7/11
1	Lost Instrument Bond	6288507	262,662.36	WASHINGTON MUTUAL	BANK OF AMERICA, N.A.	7/8/04	7/8/11
1	Lost Instrument Bond	6288508	8,500.00	WASHINGTON MUTUAL	FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES	8/2/04	8/27/04
1	Lost Instrument Bond	6288509	101,875.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288510	106,931.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288511	183,233.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	7/20/04	7/20/11
1	Lost Instrument Bond	6288513	139,487.24	WASHINGTON MUTUAL	THE FIRST NATIONAL BANK OF LONG ISLAND	7/26/04	7/26/11
1	Lost Instrument Bond	6288516	79,748.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/5/04	8/5/11
1	Lost Instrument Bond	6288517	83,193.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288518	105,135.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288519	52,440.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL HOME LOAN CENTER INC.	8/17/04	8/17/11
1	Lost Instrument Bond	6288520	96,794.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	8/17/04	8/17/11
1	Lost Instrument Bond	6288521	84,681.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	8/17/04	8/17/11
1	Lost Instrument Bond	6288522	168,032.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK	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	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	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	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 Instrument	6317536	83,562.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/28/05	2/28/12
1	Instrument Bond Lost Instrument	6317538	86,013.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317539	161,134.63	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317540	84,333.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317541	127,798.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317542	92,042.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317543	189,867.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317544	122,796.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317545	73,945.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317546	108,544.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317547	36,098.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/8/05	3/8/12
1	Instrument Bond Lost Instrument	6317549	72,409.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost Instrument	6317550	80,932.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost Instrument	6317551	81,063.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost Instrument	6317552	102,702.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost Instrument	6317553	108,320.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/14/05	3/14/12
1	Instrument Bond Lost Instrument	6317554	440,317.92	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317555	74,022.29	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317556	145,579.50	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317557	98,964.77	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317558	47,081.48	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317559	505,292.97	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317560	76,291.61	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond Lost Instrument	6317561	67,725.50	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Instrument Bond	6317562	101,054.61	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6317563	532,755.10	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317564	55,135.73	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317565	70,312.52	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317566	93,941.28	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317567	218,138.81	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	3/18/05	3/18/12
1	Lost Instrument Bond	6317569	103,812.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317570	50,517.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317571	61,822.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/22/05	3/22/12
1	Lost Instrument Bond	6317572	183,086.37	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317573	190,620.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317574	47,675.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/29/05	3/29/12
1	Lost Instrument Bond	6317576	144,118.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	3/31/05	3/31/06
1	Lost Instrument Bond	6317577	131,295.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317578	131,615.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317579	64,969.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317580	55,574.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/31/05	3/31/12
1	Lost Instrument Bond	6317581	170,000.00	WASHINGTON MUTUAL BANK	State of New York	4/6/05	4/6/06
1	Lost Instrument Bond	6317582	170,000.00	WASHINGTON MUTUAL BANK	State of Florida	4/6/05	4/6/06
1	Lost Instrument Bond	6317584	56,610.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6317585	66,226.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6317586	58,975.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342215	83,276.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342216	53,348.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342218	43,118.26	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument Bond	6342219	113,798.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/7/05	4/7/12
1	Lost Instrument	6342220	132,465.00	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	4/11/05	4/11/06

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6342221	56,298.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/8/05	4/8/12
1	Bond Lost Instrument	6342222	90,681.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/8/05	4/8/12
1	Bond Lost Instrument	6342224	79,481.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/20/05	4/20/12
1	Bond Lost Instrument	6342225	54,281.54	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/20/05	4/20/12
1	Bond Lost Instrument	6342226	118,475.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	4/29/05	4/29/12
1	Bond Lost Instrument	6342229	130,945.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/10/05	5/10/12
1	Bond Lost Instrument	6342230	126,137.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/10/05	5/10/12
1	Bond Lost Instrument	6342231	190,958.34	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/11/05	5/11/12
1	Bond Lost Instrument	6342232	24,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	5/11/05	5/11/12
1	Bond Lost Instrument	6342233	1,011,724.06	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	5/12/05	5/12/12
1	Bond Lost Instrument	6342234	103,708.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/05	5/18/12
1	Bond Lost Instrument	6342235	120,037.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342236	51,594.88	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342237	135,848.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342238	162,820.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/25/05	5/25/12
1	Bond Lost Instrument	6342239	120,492.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342240	166,923.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342241	69,655.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/26/05	5/26/12
1	Bond Lost Instrument	6342242	72,039.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342243	116,869.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342244	90,992.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342245	84,395.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342246	146,250.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond Lost Instrument	6342247	158,896.20	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Bond	6342248	140,825.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Lost	6342249	183,691.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/17/05	6/17/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6342250	162,047.71	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/17/05	6/17/12
1	Instrument Bond Lost	6342251	128,311.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Instrument Bond Lost	6342252	99,009.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/15/05	6/15/12
1	Instrument Bond Lost	6342253	30,598.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/20/05	6/20/12
1	Instrument Bond Lost	6342254	39,007.91	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/20/05	6/20/12
1	Instrument Bond Lost	6342256	65,716.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342257	98,302.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342258	80,901.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/22/05	6/22/12
1	Instrument Bond Lost	6342260	101,756.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/23/05	6/23/12
1	Instrument Bond Lost	6342261	82,407.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342262	84,235.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342263	142,338.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342264	114,629.90	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342265	165,784.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342266	110,359.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342267	65,419.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342268	73,820.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342269	137,414.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342270	152,484.60	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342271	114,545.32	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342272	121,137.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/28/05	6/28/12
1	Instrument Bond Lost	6342274	66,235.25	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/30/05	6/30/12
1	Instrument Bond Lost	6342275	66,535.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	6/30/05	6/30/12
1	Instrument Bond Lost	6342276	124,302.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Instrument Bond	6342279	82,489.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6342280	103,703.08	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342281	65,354.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342282	87,590.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342283	58,311.74	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342284	132,133.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342285	47,332.64	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342286	63,668.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6342287	101,958.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6361641	166,309.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/12/05	7/12/12
1	Lost Instrument Bond	6361643	65,093.11	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/19/05	7/19/12
1	Lost Instrument Bond	6361644	67,277.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/19/05	7/19/12
1	Lost Instrument Bond	6361645	49,969.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361646	144,930.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361647	100,267.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361648	141,944.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361649	196,910.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361650	96,178.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361651	126,207.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	7/26/05	7/26/12
1	Lost Instrument Bond	6361654	192,560.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361655	107,776.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361656	170,621.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361657	103,992.77	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/5/05	8/5/12
1	Lost Instrument Bond	6361660	90,360.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12
1	Lost Instrument Bond	6361662	73,397.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Lost Instrument Bond	6361663	147,143.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12
1	Lost Instrument	6361664	104,854.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/16/05	8/16/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6361666	120,180.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Bond Lost Instrument	6361667	132,517.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/18/05	8/18/12
1	Bond Lost Instrument	6361669	88,606.66	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361670	171,769.38	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361671	73,990.98	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361672	520,498.06	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361673	224,129.77	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361674	249,886.68	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361675	580,420.18	WASHINGTON MUTUAL	THE BANK OF NEW YORK AND THE NEW YORK CITY HOUSING DEVELOPMENT CORPORATION	8/25/05	8/25/12
1	Bond Lost Instrument	6361676	97,262.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361677	105,934.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361678	161,250.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361679	145,105.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/31/05	8/31/12
1	Bond Lost Instrument	6361682	78,502.06	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361683	139,589.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361684	41,059.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361685	118,322.13	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361686	150,138.70	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361687	100,249.92	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361688	76,395.12	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361689	175,312.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361690	97,216.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361691	84,763.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond Lost Instrument	6361692	125,995.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Bond	6361693	62,993.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Lost	6361694	119,483.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Instrument Bond Lost	6361695	87,728.67	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/16/05	9/16/12
1	Instrument Bond Lost	6361696	224,176.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361697	134,752.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361698	168,932.43	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361699	194,542.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361700	91,183.56	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361701	118,654.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361702	133,326.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361703	109,968.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361704	111,559.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/26/05	9/26/12
1	Instrument Bond Lost	6361707	64,533.33	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361708	117,951.47	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361709	146,263.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361710	131,880.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361711	81,151.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361712	63,747.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361713	102,943.42	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361714	73,154.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361715	78,013.82	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361716	43,129.58	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361717	101,753.61	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361718	63,625.17	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/12/05	10/12/12
1	Instrument Bond Lost	6361719	396,000.00	WASHINGTON MUTUAL BANK	HSBC BANK USA	10/10/05	10/10/11
1	Instrument Bond Lost	6361722	149,493.86	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/21/05	10/21/12
1	Instrument Bond	6361724	159,817.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/4/05	11/4/12

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Lost Instrument Bond	6361734	10,689.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/7/05	11/7/12
1	Lost Instrument Bond	6361735	56,565.75	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/7/05	11/7/12
1	Lost Instrument Bond	6361736	61,025.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/16/05	11/16/12
1	Lost Instrument Bond	6361737	66,673.19	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/16/05	11/16/12
1	Lost Instrument Bond	6361739	538,447.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361740	218,220.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361742	118,554.04	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361743	84,119.24	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/1/05	12/1/12
1	Lost Instrument Bond	6361744	127,691.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361745	77,952.93	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361746	59,641.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361747	75,165.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361748	134,800.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361749	117,380.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361750	77,986.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361751	50,686.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361752	83,698.57	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361753	132,928.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/13/05	12/13/12
1	Lost Instrument Bond	6361755	77,030.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361756	67,681.05	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361758	72,905.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	12/21/05	12/21/12
1	Lost Instrument Bond	6361759	160,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361760	260,000.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361761	600,500.00	WASHINGTON MUTUAL	THE BANK OF NEW YORK	12/21/05	12/21/12
1	Lost Instrument Bond	6361763	137,776.36	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/16/06	1/16/13
1	Lost Instrument	6361764	81,961.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/16/06	1/16/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6361765	123,398.16	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361766	100,778.23	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361767	38,385.18	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361768	117,782.10	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361769	68,537.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/20/06	1/20/13
1	Bond Lost Instrument	6361770	76,242.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361771	87,249.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361772	100,372.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361773	103,609.76	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361774	173,551.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361775	60,490.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	1/26/06	1/26/13
1	Bond Lost Instrument	6361776	148,245.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/3/06	2/3/13
1	Bond Lost Instrument	6361777	166,099.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/3/06	2/3/13
1	Bond Lost Instrument	6361778	67,324.94	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361779	61,072.51	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361783	81,029.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	2/15/06	2/15/13
1	Bond Lost Instrument	6361785	95,534.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	3/13/06	3/13/13
1	Bond Lost Instrument	6361786	71,230.59	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	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 Instrument Bond	6361820	63,678.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Instrument Bond Lost Instrument Bond	6361821	77,664.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	5/18/06	5/18/13
1	Instrument Bond Lost 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	6423292	163,170.98	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/22/06	8/22/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6423293	39,829.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	8/22/06	8/22/13
1	Bond Lost Instrument	6423296	59,766.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423297	25,480.02	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423298	68,043.62	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423299	134,331.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423300	59,766.81	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423301	72,138.30	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/20/06	9/20/13
1	Bond Lost Instrument	6423302	127,617.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	9/29/06	9/29/13
1	Bond Lost Instrument	6423303	71,836.96	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/13/06	10/13/13
1	Bond Lost Instrument	6423304	58,588.29	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	10/13/06	10/13/13
1	Bond Lost Instrument	6423307	1,450,000.00	WASHINGTON MUTUAL	U.S. BANK TRUST NATIONAL ASSOCIATION	11/15/06	11/15/13
1	Bond Lost Instrument	6423309	90,951.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423310	73,696.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423311	133,808.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423312	44,269.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423313	54,480.78	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423314	69,960.03	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423315	73,478.69	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423316	139,924.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423317	32,595.95	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423318	126,507.52	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423319	41,268.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423320	73,832.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6423321	70,249.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond	6423322	118,408.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Lost	6423323	138,667.83	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	6457959	122,162.01	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6457960	71,877.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457961	72,180.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457962	142,169.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457963	7,402.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457964	7,582.31	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457965	41,268.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457966	64,181.84	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457967	61,340.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457968	84,512.53	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457969	29,348.21	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457970	53,464.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457971	126,128.99	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457972	149,045.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457973	100,504.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457974	54,526.97	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457975	23,161.72	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457976	52,701.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457977	85,204.09	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457978	69,821.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457979	149,260.45	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457980	103,347.73	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457981	78,693.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457982	75,062.34	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6457983	97,754.87	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond	6457984	52,600.66	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Lost	6457985	4,149.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	6458036	62,559.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
1	Bond Lost Instrument	6458037	93,766.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458038	61,400.49	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458039	83,686.15	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458040	138,617.65	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458041	105,075.85	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458042	174,592.35	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/15/06	11/15/13
1	Bond Lost Instrument	6458043	161,445.22	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458044	116,626.89	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458045	93,579.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458046	172,921.46	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458047	87,785.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458048	207,431.79	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458049	74,908.28	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/27/06	11/27/13
1	Bond Lost Instrument	6458627	210,499.80	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458628	93,354.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458629	31,736.40	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458630	122,563.44	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458631	66,825.00	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458632	46,252.37	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458633	242,727.41	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458634	96,492.55	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458635	144,950.27	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458636	97,037.48	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond Lost Instrument	6458637	108,930.39	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Bond	6458638	169,991.38	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13
1	Lost	6458639	86,359.50	WASHINGTON MUTUAL	WASHINGTON MUTUAL BANK, FA	11/17/06	11/17/13

Count	TYPE	Number	Amount	Principal	Obligee / Description	Effective	Expiration
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	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	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	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 Instrument Bond	6593872	99,591.56	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593873	57,873.30	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593874	80,812.76	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593877	164,907.28	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593878	195,997.96	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593879	68,211.57	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593880	60,505.21	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593881	126,001.45	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593882	60,127.71	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593883	53,495.60	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593884	61,081.78	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593885	119,357.10	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593886	87,608.17	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593887	94,205.37	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593889	68,751.29	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593890	71,439.25	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593891	180,753.63	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593892	143,729.61	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593893	125,077.59	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593895	96,104.85	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593896	161,800.81	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593897	68,894.49	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	6593898	94,991.14	WASHINGTON MUTUAL BANK	WASHINGTON MUTUAL BANK	8/7/08	8/7/15
1	Instrument Bond Lost Instrument Bond	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	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	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	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:

65.178% 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
34.822% of the Homeownership Carryback Refund Amount

EXHIBIT "*H*"

STIPULATION OF DISMISSAL OF WMI ACTION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WASHINGTON MUTUAL, INC. and WMI INVESTMENT CORP., Plaintiffs and Counterclaim Defendants, Plaintiffs and Counterclaim Defendants v. FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity, Defendant, and FEDERAL DEPOSIT INSURANCE CORPORATION, in its capacity as receiver of Washington Mutual Bank, Defendant and Counterclaim Plaintiff, and JPMORGAN CHASE BANK, N.A., Intervenor-Defendant.	Case No. 1:09-cv-00533 RMC

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to that certain Settlement Agreement, dated as of May __, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement and (B) the

Consummation of the Transactions Contemplated Thereby, dated July ___, 2010, 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
July ___, 2010

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. Strochak

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 July, 2010

HONORABLE ROSEMARY M. COLLYER
UNITED STATES DISTRICT JUDGE

EXHIBIT "*I*"

STIPULATION OF DISMISSAL OF JPMC ACTION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
WASHINGTON MUTUAL, INC., et. al.,[1]	:	Case No. 08-12229 (MFW)
Debtors.	:	Jointly Administered
	:	Adversary Proceeding No. 09-50551
JP MORGAN CHASE BANK, N.A.	:	
Plaintiff	:	
- against -	:	
WASHINGTON MUTUAL, INC. AND WMI INVESTMENT CORP.,	:	
Defendants for all claims,	:	
- and -	:	
FEDERAL DEPOSIT INSURANCE COMPANY	:	
Additional Defendant for Interpleader claim.	:	

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to that certain Settlement Agreement, dated as of May ___, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement, and (B) the Consummation of the Transactions Contemplated Thereby, dated July ___, 2010,

[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).

plaintiff JPMorgan Chase Bank, N.A. (the "*Plaintiff*"), defendants Washington Mutual, Inc. and WMI Investment 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
July ___, 2010

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
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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
July, 2010

_____

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

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

[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 Settlement Agreement, dated as of May ___, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement, and (B) the Consummation of the Transactions Contemplated Thereby, dated June ___, 2010, 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
July ___, 2010

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-
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LANDIS RATH & COBB LLP
919 Market Street, Suite 1800
Wilmington, DE 19899
Telephone: (302) 467-4400
Facsimile: (302) 467-4450

By:_____
Robert A. Sacks

QUINN EMANUEL URQUHART
OLIVER & HEDGES, LLP
Attorneys for Defendants
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-and-

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By:_____

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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 Settlement Agreement, dated as of May __, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement and (B) the Consummation of the Transactions Contemplated Thereby, dated July ___, 2010, 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 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
July ___, 2010

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By:_____
Adam P. Strochak

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By:_____
Robert A. Sacks

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By:_____
John J. Clarke, Jr.

SO ORDERED this ____ day
of July, 2010

_____

HONORABLE ROSEMARY M. COLLYER
UNITED STATES DISTRICT JUDGE

EXHIBIT "*L*"

WMI MEDICAL PLAN OBLIGATIONS

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
705	U	Unliquidated	-	Unknown	PATTERSON	B JOYCE	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
708	U	Unliquidated	-	Unknown	ERAMIAN	NUBAR	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
841	U	Unliquidated	-	Unknown	DREIZLER	ELVIRA A	Benefit Claim	Washington Mutual, Inc.	Priority
890	U	Unliquidated	-	Unknown	STEPHAN	R	Benefit Claim	Washington Mutual, Inc.	General Unsecured
891	U	Unliquidated	-	Unknown	DREIZLER	ROBERT B	Benefit Claim	Washington Mutual, Inc.	Priority
941	U	Unliquidated	-	Unknown	GUTOWITZ	HELENE	Benefit Claim	Washington Mutual, Inc.	Priority
977	U	Unliquidated	-	Unknown	PHEGLEY	WILLIAM O	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1046	U	Unliquidated	-	Unknown	MILO	ARMANDO	Benefit Claim	Washington Mutual, Inc.	Priority
1059	U	Unliquidated	-	Unknown	TEAGARDEN	MARILYN F	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1110	U	Unliquidated	-	Unknown	BROWN	JANE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1138	U	Unliquidated	-	Unknown	ASPEL	DORIS	Deferred Compensation Claim	Washington Mutual, Inc.	General Unsecured
1258	U	Unliquidated	-	Unknown	HAMILTON	CONNIE L	Deferred Compensation Claim	Washington Mutual, Inc.	Priority
1287	U	Unliquidated	-	Unknown	STEWART	RICHARD	Benefit Claim	Washington Mutual, Inc.	Secured
1321	U	Unliquidated	-	Unknown	CANNON	AMELIA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1349	U	Unliquidated	-	Unknown	HOWELL	ROBERT H	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1396	U	Unliquidated	-	Unknown	YOUNTS	G	Benefit Claim	Washington Mutual, Inc.	Priority
1436	U	Unliquidated	-	Unknown	MORSCH	GLORIA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1482	U	Unliquidated	32,000.00	Unknown	Whornham	Elinor Jeanne	Benefit Claim	Washington Mutual, Inc.	Priority
1538	U	Unliquidated	-	Unknown	LAZARUS	ESTHER	Benefit Claim	Washington Mutual, Inc.	Priority
1669	U	Unliquidated	7,000.00	Unknown	HEATH	GWENDOLYN A	Benefit Claim	Washington Mutual, Inc.	Priority
1673	U	Unliquidated	7,000.00	Unknown	PIKE	ANN L	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1747	U	Unliquidated	-	Unknown	POLON	RAQUEL	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1749	U	Unliquidated	-	Unknown	AKARD	ROBERT B	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1750	U	Unliquidated	-	Unknown	AKARD	WALTRAUD	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1784	U	Unliquidated	-	Unknown	FOX	ELEANOR	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1785	U	Unliquidated	-	Unknown	RICKS	JEROME M	Benefit Claim	Washington Mutual, Inc.	Secured
1794	U	Unliquidated	7,000.00	Unknown	BABAYAN	MARIE B	Benefit Claim	Washington Mutual, Inc.	Priority
1803	U	Unliquidated	-	Unknown	VAN ARSDALE	SUSETTE C	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1813	U	Unliquidated	145.14	Unknown	Jorgensen	Niels	Benefit Claim	Washington Mutual, Inc.	Priority
1816	U	Unliquidated	-	Unknown	VAN ARSDALE	MATTHEW E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1853	U	Unliquidated	-	Unknown	RABUN	ELLISON	Benefit Claim	Washington Mutual, Inc.	General Unsecured
1883	U	Unliquidated	-	Unknown	MCKAY	GORDON	Benefit Claim	Washington Mutual, Inc.	Priority
1888	U	Unliquidated	-	Unknown	CUGAT	J VALDES	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2042	U	Unliquidated	-	Unknown	MULRANE	THERESA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2086	U	Unliquidated	-	Unknown	GORE	CHAROLETTE J	Benefit Claim	Washington Mutual, Inc.	Priority

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
2147	U	Unliquidated	7,000.00	Unknown	HEITMAN	SHARON L	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2251	U	Unliquidated	20,750.00	Unknown	Stakelon	Caroline	Benefit Claim	Washington Mutual, Inc.	Priority
2273	U	Unliquidated	-	Unknown	KACZMARSKI	KRYSTYNA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2356	U	Unliquidated	7,000.00	Unknown	NYARI	EVA	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2491	U	Unliquidated	7,000.00	Unknown	ASTI	THERESE A	Benefit Claim	Washington Mutual, Inc.	Priority
2557	U	Unliquidated	-	Unknown	KIRK	MARILYN E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2575	U	Unliquidated	-	Unknown	CARSTENS	ELEANOR A	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2596	U	Unliquidated	-	Unknown	DILIBERTO	SHIFFIE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2732	U	Unliquidated	-	Unknown	PASTOR	CATHERINE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2734	U	Unliquidated	-	Unknown	PASTOR	EDWARD	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2849	U	Unliquidated	-	Unknown	HAVRANEK	JERRY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2869	U	Unliquidated	-	Unknown	Swihart	Margaret E	Benefit Claim	Washington Mutual, Inc.	Priority
2924	U	Unliquidated	-	Unknown	NIGRO	MARY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2954	U	Unliquidated	-	Unknown	HAVRANEK	EDYTHE	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3101	U	Unliquidated	-	Unknown	STEVENS	PATRICIA J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3102	U	Unliquidated	-	Unknown	STEVENS	M J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3111	U	Unliquidated	-	Unknown	ELEFTHERIADIS	STELLA	Benefit Claim	Washington Mutual, Inc.	Priority
3181	U	Unliquidated	-	Unknown	HARTZELL	CHARLES J	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3182	U	Unliquidated	-	Unknown	HARTZELL	HELEN C	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3195	U	Unliquidated	-	Unknown	CAPALDO	MARILYN	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2362		483,319.00	-	Unknown	Smith	Edward Jr	Benefit Claim	Washington Mutual, Inc.	General Unsecured
712		7,000.00	-	Unknown	CHRISTENSEN	ANITA E	Benefit Claim	Washington Mutual, Inc.	General Unsecured
715		7,000.00	-	Unknown	REBISKIE	FRANKIE D	Benefit Claim	Washington Mutual, Inc.	Priority
772		7,000.00	-	Unknown	BULKLEY	RETA M	Benefit Claim	Washington Mutual, Inc.	General Unsecured
774		7,000.00	-	Unknown	ZANI	ANNE M	Benefit Claim	Washington Mutual, Inc.	Priority
870		7,000.00	-	Unknown	THORPE	RICHARD G	Benefit Claim	Washington Mutual, Inc.	General Unsecured
967		39,000.00	-	Unknown	COOPER	DAVID	Benefit Claim	Washington Mutual, Inc.	Priority
1047		7,000.00	-	Unknown	DEEMING	ANNA B	Benefit Claim	Washington Mutual, Inc.	Secured
1099		7,000.00	-	Unknown	SIMPSON	DORIS	Benefit Claim	Washington Mutual, Inc.	Secured
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
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

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
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	FERRUFINO	OSCAR	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2777		23,000.00	-	Unknown	SHUKNECHT	MARY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
2879		153.10	-	Unknown	RUFFNER	KENNETH	Severance Claim	Washington Mutual, Inc.	General Unsecured
2895		17,864.00	-	Unknown	MOODY	ANN P	Benefit Claim	Washington Mutual, Inc.	Secured
2963		628,144.00	-	Unknown	Schoch	Elaine	Benefit Claim	Washington Mutual, Inc.	Priority
2967		4,000.00	-	Unknown	SCHAEFFER ILEY	ELIZABETH M	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3095		7,000.00	-	Unknown	LAYCHOCK	ANDREW	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3145		7,000.00	-	Unknown	JESZECK	CHARLES J	Benefit Claim	Washington Mutual, Inc.	Priority
3204		88,978.74	-	Unknown	SOLDWISCH	JAMES	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3205		59,700.84	-	Unknown	CLEMEN	CARL	Benefit Claim	Washington Mutual, Inc.	General Unsecured
3207		5,623.74	-	Unknown	SOLDWISCH	BETTY	Benefit Claim	Washington Mutual, Inc.	General Unsecured
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

OPEB Claims									
POC #		Filed Claim Amount	KCC Preliminary Liquidated Amount	Estimated Value	Claimant Last Name	Claimant First Name	Type	Debtor	Nature
3707		7,000.00	-	Unknown	CHIMENTI	PAT W	Benefit Claim	Washington Mutual, Inc.	General Unsecured

EXHIBIT "*M*"

WMB/JPMC RABBI TRUSTS

Rabbi Trust	Trustee Bank
Pacific First Federal Savings Bank Umbrella Trust for Key Employees and Pacific First Federal Savings Bank Umbrella Trust for Directors	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	Policy List Bills/# of Policies
Pacific Life (Great Western)	7490A, 7386A, 7570A, z04001-04601,
Pacific Life (Providian)	7810A
Met Life (DIME)	1 Policy
AIG (DIME)	5 Policies
Mass Mutual (DIME)	125 Policies
Principal Mutual (DIME)	1 Policy

Prudential (DIME)	48 Policies

EXHIBIT "*N*"

WMB/JPMC BOLI/COLI Assets

Carrier	
Kemper Investors Life	K19036-S01W, K19035-SO1W
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	8/1/05	BL2161224
Beneficial Life	8/1/05	BL2161225
Beneficial Life	8/1/05	BL2161226
Beneficial Life	8/1/05	BL2161227
Beneficial Life	8/1/05	BL2161228
Beneficial Life	8/1/05	BL2161229
Beneficial Life	8/1/05	BL2161230
Beneficial Life	8/1/05	BL2161231
Beneficial Life	8/1/05	BL2161232
Beneficial Life	8/1/05	BL2161233
Beneficial Life	8/1/05	BL2161910
Beneficial Life	8/1/05	BL2161912
Beneficial Life	8/1/05	BL2161913
Beneficial Life	8/1/05	BL2161914
Beneficial Life	8/1/05	BL2161915
Beneficial Life	8/1/05	BL2161916
Beneficial Life	8/1/05	BL2161917
Beneficial Life	8/1/05	BL2161918
Beneficial Life	8/1/05	BL2161919
Beneficial Life	8/1/05	BL2162054
Beneficial Life	8/1/05	BL2162055
Beneficial Life	8/1/05	BL2162056
Beneficial Life	8/1/05	BL2162057
Beneficial Life	8/1/05	BL2162058
Beneficial Life	8/1/05	BL2162059
Beneficial Life	8/1/05	BL2162060
Beneficial Life	8/1/05	BL2162061
Beneficial Life	8/1/05	BL2162062
Beneficial Life	8/1/05	BL2162063
Beneficial Life	8/1/05	BL2162064
Beneficial Life	8/1/05	BL2162065
Beneficial Life	8/1/05	BL2162066
Beneficial Life	8/1/05	BL2162067
Beneficial Life	8/1/05	BL2162068
Beneficial Life	8/1/05	BL2162069
Beneficial Life	8/1/05	BL2162070
Beneficial Life	8/1/05	BL2162071
Beneficial Life	8/1/05	BL2162072
Beneficial Life	8/1/05	BL2162073
Beneficial Life	8/1/05	BL2162074
Beneficial Life	8/1/05	BL2162075
Beneficial Life	8/1/05	BL2162076
Beneficial Life	8/1/05	BL2162077
Beneficial Life	10/5/05	BL2163981
Beneficial Life	10/5/05	BL2163982
Beneficial Life	10/5/05	BL2163983
Beneficial Life	10/5/05	BL2163984
Beneficial Life	10/5/05	BL2163985
Beneficial Life	10/5/05	BL2163986
Beneficial Life	10/5/05	BL2163987
Beneficial Life	10/5/05	BL2163988
Beneficial Life	10/5/05	BL2163989
Beneficial Life	10/5/05	BL2163990
Beneficial Life	10/5/05	BL2163991
Beneficial Life	10/5/05	BL2163992
Beneficial Life	10/5/05	BL2163993
Beneficial Life	10/5/05	BL2163994
Beneficial Life	10/5/05	BL2163995
Beneficial Life	10/5/05	BL2163996
Beneficial Life	10/5/05	BL2163997
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Beneficial Life	10/5/05	BL2163999
Beneficial Life	10/5/05	BL2164000
Beneficial Life	10/5/05	BL2164001
Beneficial Life	10/5/05	BL2164002
Beneficial Life	10/5/05	BL2164003

Carrier	Issue Date	Policy #
New York Life	6/4/03	56606193
New York Life	6/4/03	56606194
New York Life	6/4/03	56606195
New York Life	6/4/03	56606196
New York Life	6/4/03	56606197
New York Life	6/4/03	56606198
New York Life	6/4/03	56606199
New York Life	6/4/03	56606200
New York Life	6/4/03	56606201
New York Life	6/4/03	56606202
New York Life	6/4/03	56606203
New York Life	6/4/03	56606204
New York Life	6/4/03	56606205
New York Life	5/28/04	56608347
New York Life	8/1/05	56611467
New York Life	8/1/05	56611468
New York Life	8/1/05	56611469
New York Life	8/1/05	56611470
New York Life	8/1/05	56611471
New York Life	8/1/05	56611472
New York Life	8/1/05	56611473
New York Life	8/1/05	56611474
New York Life	8/1/05	56611475
New York Life	8/1/05	56611476
New York Life	8/1/05	56611477
New York Life	8/1/05	56611478
New York Life	8/1/05	56611479
New York Life	8/1/05	56611480
New York Life	8/1/05	56611481
New York Life	8/1/05	56611482
New York Life	8/1/05	56611483
New York Life	8/1/05	56611484
New York Life	8/1/05	56611485
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New York Life	8/1/05	56611489
New York Life	8/1/05	56611490
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New York Life	8/1/05	56611493
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New York Life	8/1/05	56611498
New York Life	8/1/05	56611499
New York Life	8/1/05	56611500
New York Life	8/1/05	56611501
New York Life	8/1/05	56611502
New York Life	8/1/05	56611503
New York Life	8/1/05	56611504
New York Life	8/1/05	56611505
New York Life	8/1/05	56611506
New York Life	8/1/05	56611507
New York Life	8/1/05	56611508
New York Life	8/1/05	56611509
New York Life	8/1/05	56611510
New York Life	8/1/05	56611511
New York Life	8/1/05	56611512
New York Life	10/5/05	56611650
New York Life	10/5/05	56611651
New York Life	10/5/05	56611652
New York Life	10/5/05	56611653
New York Life	10/5/05	56611654
New York Life	10/5/05	56611655

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
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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
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New York Life	10/5/05	56611670
New York Life	10/5/05	56611671
New York Life	10/5/05	56611672
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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
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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
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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
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Security Life	8/1/05	1574357
Security Life	8/1/05	1574358
Security Life	8/1/05	1574359
Security Life	8/1/05	1574360
Security Life	8/1/05	1574361
Security Life	8/1/05	1574362
Security Life	8/1/05	1574363
Security Life	8/1/05	1574364
Security Life	8/1/05	1574365
Security Life	8/1/05	1574366
Security Life	8/1/05	1574367
Security Life	8/1/05	1574368
Security Life	8/1/05	1574369
Security Life	8/1/05	1574370

Carrier	Issue Date	Policy #
Mass Mutual	3/1/02	0048087
Mass Mutual	3/1/02	0048088
Mass Mutual	3/1/02	0048089
Mass Mutual	3/28/03	0056629
Mass Mutual	3/28/03	0056630
Mass Mutual	3/28/03	0056631
Mass Mutual	3/28/03	0056632
Mass Mutual	3/28/03	0056633
Mass Mutual	3/28/03	0056634
Mass Mutual	3/28/03	0056635
Mass Mutual	3/28/03	0056636
Mass Mutual	3/28/03	0056637
Mass Mutual	3/28/03	0056638
Mass Mutual	3/28/03	0056639
Mass Mutual	3/28/03	0056640
Mass Mutual	3/28/03	0056641
Mass Mutual	3/28/03	0056642
Mass Mutual	3/28/03	0056643
Mass Mutual	3/28/03	0056644
Mass Mutual	3/28/03	0056645
Mass Mutual	3/28/03	0056646
Mass Mutual	3/28/03	0056647
Mass Mutual	3/28/03	0056648
Mass Mutual	3/28/03	0056649
Mass Mutual	3/28/03	0056650
Mass Mutual	3/28/03	0056651
Mass Mutual	3/28/03	0056652
Mass Mutual	3/28/03	0056653
Mass Mutual	3/28/03	0056654
Mass Mutual	3/28/03	0056655
Mass Mutual	3/28/03	0056656
Mass Mutual	3/28/03	0056657
Mass Mutual	3/28/03	0056658
Mass Mutual	3/28/03	0056659
Mass Mutual	3/28/03	0056660
Mass Mutual	3/28/03	0056661
Mass Mutual	3/28/03	0056662
Mass Mutual	3/28/03	0056663
Mass Mutual	3/28/03	0056664
Mass Mutual	3/28/03	0056665
Mass Mutual	3/28/03	0056666
Mass Mutual	3/28/03	0056667
Mass Mutual	3/28/03	0056668
Mass Mutual	3/28/03	0056669
Mass Mutual	3/28/03	0056670
Mass Mutual	3/28/03	0056671
Mass Mutual	3/28/03	0056672
Mass Mutual	3/28/03	0056673
Mass Mutual	3/28/03	0056674
Mass Mutual	3/28/03	0056675
Mass Mutual	3/28/03	0056676
Mass Mutual	3/28/03	0056677
Mass Mutual	3/28/03	0056678
Mass Mutual	3/28/03	0056679
Mass Mutual	3/28/03	0056680
Mass Mutual	3/28/03	0056681
Mass Mutual	3/28/03	0056682
Mass Mutual	3/28/03	0056683
Mass Mutual	3/28/03	0056684
Mass Mutual	3/28/03	0056685
Mass Mutual	3/28/03	0056686
Mass Mutual	3/28/03	0056687
Mass Mutual	3/28/03	0056688
Mass Mutual	3/28/03	0056689
Mass Mutual	3/28/03	0056690
Mass Mutual	3/28/03	0056691

Carrier	Issue Date	Policy #
Security Life	8/1/05	1574372
Security Life	8/1/05	1574373
Security Life	8/1/05	1574374
Security Life	8/1/05	1574514
Security Life	8/1/05	1574515
Security Life	8/1/05	1574516
Security Life	8/1/05	1574517
Security Life	8/1/05	1574518
Security Life	8/1/05	1574519
Security Life	8/1/05	1574520
Security Life	8/1/05	1574521
Security Life	8/1/05	1574522
Security Life	8/1/05	1574523
Security Life	8/1/05	1574524
Security Life	8/1/05	1574525
Security Life	8/1/05	1574526
Security Life	8/1/05	1574527
Security Life	8/1/05	1574528
Security Life	8/1/05	1574529
Security Life	8/1/05	1574531
Security Life	8/1/05	1574537
Security Life	10/5/05	1574713
Security Life	10/5/05	1574714
Security Life	10/5/05	1574715
Security Life	10/5/05	1574716
Security Life	10/5/05	1574717
Security Life	10/5/05	1574718
Security Life	10/5/05	1574719
Security Life	10/5/05	1574720
Security Life	10/5/05	1574721
Security Life	10/5/05	1574722
Security Life	10/5/05	1574723
Security Life	10/5/05	1574724
Security Life	10/5/05	1574725
Security Life	10/5/05	1574726
Security Life	10/5/05	1574727
Security Life	10/5/05	1574728
Security Life	10/5/05	1574729
Security Life	10/5/05	1574730
Security Life	10/5/05	1574731
Security Life	10/5/05	1574732
Security Life	10/5/05	1574733
Security Life	10/5/05	1574734
Security Life	10/5/05	1574735
Security Life	10/5/05	1574736
Security Life	10/5/05	1574737
Security Life	10/5/05	1574746
Security Life	10/5/05	1574747
Security Life	10/5/05	1574748
West Coast Life	3/1/02	ZUA388894
West Coast Life	3/1/02	ZUA388895
West Coast Life	3/1/02	ZUA388896
West Coast Life	3/1/02	ZUA388897
West Coast Life	3/1/02	ZUA388898
West Coast Life	3/1/02	ZUA388899
West Coast Life	3/1/02	ZUA388900
West Coast Life	3/1/02	ZUA388901
West Coast Life	3/1/02	ZUA388902
West Coast Life	3/1/02	ZUA388903
West Coast Life	3/1/02	ZUA388904
West Coast Life	3/1/02	ZUA388905
West Coast Life	3/1/02	ZUA388906
West Coast Life	3/1/02	ZUA388907
West Coast Life	3/1/02	ZUA388908
West Coast Life	10/28/02	ZUA391492
West Coast Life	10/28/02	ZUA391493

Carrier	Issue Date	Policy #
Mass Mutual	3/28/03	0056692
Mass Mutual	3/28/03	0056693
Mass Mutual	3/28/03	0056694
Mass Mutual	3/28/03	0056695
Mass Mutual	3/28/03	0056696
Mass Mutual	3/28/03	0056697
Mass Mutual	3/28/03	0056699
Mass Mutual	3/28/03	0056700
Mass Mutual	3/28/03	0056701
Mass Mutual	3/28/03	0056702
Mass Mutual	3/28/03	0056703
Mass Mutual	6/6/03	0058997
Mass Mutual	6/6/03	0058998
Mass Mutual	6/6/03	0058999
Mass Mutual	6/6/03	0059000
Mass Mutual	6/6/03	0059001
Mass Mutual	6/6/03	0059002
Mass Mutual	6/6/03	0059003
Mass Mutual	6/6/03	0059004
Mass Mutual	6/6/03	0059005
Mass Mutual	6/6/03	0059006
Mass Mutual	6/6/03	0059007
Mass Mutual	6/6/03	0059008
Mass Mutual	8/2/05	0068432
Mass Mutual	8/2/05	0068433
Mass Mutual	8/2/05	0068434
Mass Mutual	8/2/05	0068435
Mass Mutual	8/2/05	0068436
Mass Mutual	8/2/05	0068437
Mass Mutual	8/2/05	0068438
Mass Mutual	8/2/05	0068439
Mass Mutual	8/2/05	0068440
Mass Mutual	8/2/05	0068441
Mass Mutual	8/2/05	0068442
Mass Mutual	8/2/05	0068443
Mass Mutual	8/2/05	0068444
Mass Mutual	8/2/05	0068445
Mass Mutual	8/2/05	0068446
Mass Mutual	8/2/05	0068447
Mass Mutual	8/2/05	0068448
Mass Mutual	8/2/05	0068449
Mass Mutual	8/2/05	0068450
Mass Mutual	8/2/05	0068451
Mass Mutual	8/2/05	0068452
Mass Mutual	8/2/05	0068453
Mass Mutual	8/2/05	0068454
Mass Mutual	8/2/05	0068455
Mass Mutual	8/2/05	0068456
Mass Mutual	8/2/05	0068457
Mass Mutual	8/2/05	0068458
Mass Mutual	8/2/05	0068459
Mass Mutual	8/2/05	0068460
Mass Mutual	8/2/05	0068461
Mass Mutual	8/2/05	0068462
Mass Mutual	8/2/05	0068463
Mass Mutual	8/2/05	0068464
Mass Mutual	8/2/05	0068465
Mass Mutual	8/2/05	0068466
Mass Mutual	8/2/05	0068467
Mass Mutual	8/2/05	0068468
Mass Mutual	8/2/05	0068469
Mass Mutual	8/2/05	0068470
Mass Mutual	8/2/05	0068471
Mass Mutual	8/2/05	0068472
Mass Mutual	8/2/05	0068473
Mass Mutual	8/2/05	0068474

Carrier	Issue Date	Policy #
West Coast Life	10/28/02	ZUA391494
West Coast Life	10/28/02	ZUA391495
West Coast Life	10/28/02	ZUA391496
West Coast Life	6/5/03	ZUA395362
West Coast Life	6/5/03	ZUA395363
West Coast Life	6/5/03	ZUA395364
West Coast Life	6/5/03	ZUA395365
West Coast Life	6/5/03	ZUA395366
West Coast Life	6/5/03	ZUA395367
West Coast Life	6/5/03	ZUA395368
West Coast Life	6/5/03	ZUA395369
West Coast Life	6/5/03	ZUA395370
West Coast Life	6/5/03	ZUA395371
West Coast Life	6/5/03	ZUA395372
West Coast Life	6/5/03	ZUA395373
West Coast Life	6/5/03	ZUA395374
West Coast Life	6/5/03	ZUA395375
West Coast Life	6/5/03	ZUA395376
West Coast Life	6/5/03	ZUA395381
West Coast Life	6/5/03	ZUA395382
West Coast Life	6/5/03	ZUA395383
West Coast Life	6/5/03	ZUA395384
West Coast Life	6/5/03	ZUA395385
West Coast Life	6/5/03	ZUA395386
West Coast Life	6/5/03	ZUA395387
West Coast Life	6/5/03	ZUA395388
West Coast Life	6/5/03	ZUA395389
West Coast Life	6/5/03	ZUA395390
West Coast Life	5/28/04	ZUA401062

Carrier	Issue Date	Policy #
Mass Mutual	8/2/05	0068475
Mass Mutual	8/2/05	0068476
Mass Mutual	8/2/05	0068477
Mass Mutual	8/2/05	0068478
Mass Mutual	8/2/05	0068479
Mass Mutual	8/2/05	0068480
Mass Mutual	8/2/05	0068481
Mass Mutual	8/2/05	0068482
Mass Mutual	8/2/05	0068483
Mass Mutual	8/2/05	0068484
Mass Mutual	8/2/05	0068485
Mass Mutual	8/2/05	0068486
Mass Mutual	8/2/05	0068487
Mass Mutual	8/2/05	0068488
Mass Mutual	8/2/05	0068489
Mass Mutual	8/2/05	0068490
Mass Mutual	8/2/05	0068491
Mass Mutual	8/2/05	0068492
Mass Mutual	8/2/05	0068493
Mass Mutual	8/2/05	0068494
Mass Mutual	8/2/05	0068495
Mass Mutual	8/2/05	0068496
Mass Mutual	8/2/05	0068497
Mass Mutual	8/2/05	0068498
Mass Mutual	8/2/05	0068499
Mass Mutual	8/2/05	0068500
Mass Mutual	8/2/05	0068501
Mass Mutual	8/2/05	0068502
Mass Mutual	8/2/05	0068503
Mass Mutual	8/2/05	0068504
Mass Mutual	8/2/05	0068505
Mass Mutual	8/2/05	0068506
Mass Mutual	8/2/05	0068507
Mass Mutual	8/2/05	0068508
Mass Mutual	8/2/05	0068509
Mass Mutual	8/2/05	0068510
Mass Mutual	8/2/05	0068511
Mass Mutual	8/2/05	0068512
Mass Mutual	8/2/05	0068513
Mass Mutual	8/2/05	0068514
Mass Mutual	8/2/05	0068515
Mass Mutual	8/2/05	0068516
Mass Mutual	8/2/05	0068517
Mass Mutual	8/2/05	0068518
Mass Mutual	8/2/05	0068519
Mass Mutual	8/2/05	0068520
Mass Mutual	8/2/05	0068521
Mass Mutual	8/2/05	0068522
Mass Mutual	8/2/05	0068523
Mass Mutual	8/2/05	0068524
Mass Mutual	8/2/05	0068525
Mass Mutual	8/2/05	0068526
Mass Mutual	8/2/05	0068527
Mass Mutual	8/2/05	0068528
Mass Mutual	8/2/05	0068529
Mass Mutual	8/2/05	0068530
Mass Mutual	8/2/05	0068531
Mass Mutual	8/2/05	0068532
Mass Mutual	8/2/05	0068533
Mass Mutual	8/2/05	0068534
Mass Mutual	8/2/05	0068535
Mass Mutual	8/2/05	0068536
Mass Mutual	8/2/05	0068537
Mass Mutual	8/2/05	0068538
Mass Mutual	8/2/05	0068539
Mass Mutual	8/2/05	0068540

Carrier	Issue Date	Policy #

Carrier	Issue Date	Policy #
Mass Mutual	3/28/06	0070249
Mass Mutual	3/28/06	0070250

Carrier	Issue Date	Policy #

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	Trustee Bank
HF Ahmanson	Union Bank

EXHIBIT "*R*"

WMI BOLI/COLI Assets

Carrier/Policies	Policy Owner	Trustee
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	6/30/2003
	Amendment to Software License Agreement	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
Business Objects Americas	Software License Agreement (w/Extranet), Amendments and Schedules	3/29/2001
	Amendment 1 to Software License Agreement	3/29/2001
	Addendum A-1 to Software License Agreement	12/21/2001
	Addendum A-2 to Software License Agreement	12/20/2002
	Addendum A-3 to Software License Agreement	12/7/2004
	Addendum A-4 to Software License Agreement	7/31/2006
	Amendment 2 to Software License Agreement	1/1/2007
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

Counterparty	Title of Agreement	Date of Agreement
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 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	9/4/2003
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 Second Amendment to Software License and Service Master Agreement w/	12/28/2006
	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 Addendum to FundRun Schedule	1/1/2003 1/1/2003
	First Amendment to the Services Agreement	3/23/2006
	First Amendment to FundRun Schedule	3/23/2006
	RemotePlus Data and Data Delivery Service Schedule	3/23/2006
HumanConcepts LLC formerly known as Vurv Technology, Inc.	End User Access and Usage License Agreement	11/17/2004
	Professional Services Agreement	11/17/2004
	First Amendment to Professional Services Agreement	6/29/2007
National Field Representatives, Inc.	Property Inspection and Preservation Contract	12/3/2001
Paradigm DKD Tax Group LLC	Consulting Services Agreement	1/25/2005
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

Counterparty	Title of Agreement	Date of Agreement
	First Amendment to the Product and Services Agreement	10/16/2006

EXHIBIT "*V*"

INTERCOMPANY NOTES

a. $82,048,081 under that certain Revolving Master Note, dated as of December 22, 2005, by and between WMB, as borrower, and H.S. Loan Corporation, as lender. H.S. Loan Corporation is a subsidiary of WMI, in which WMB owns 1.33%.

b. $73,670,153 under that certain Revolving Master Note, dated as of December 22, 2005, by and between WMB, as borrower, and WM Citation Holdings, LLC (as successor to H.S. Loan Partners), as lender. WM Citation Holdings, LLC is a wholly-owned subsidiary of WMI.

c. $7,781,240 under that certain Revolving Master Note, dated as of February 11, 2005, by and between WMB, as borrower, and WMHFA Delaware Holdings LLC, as lender. WMHFA Delaware Holdings LLC is an indirect, wholly-owned subsidiary of WMI.

d. $13,576,245 under that certain Registered Security, Note A, dated as of December 17, 2004, by and between University Street, Inc., as payor and predecessor in interest to WMB, and WM Citation Holdings, LLC (as successor to WMRP Delaware Holdings LLC), as payee, and predecessor in interest to PCA Asset Holdings LLC. This Promissory Note is recorded on WMI's consolidated books and records as an obligation owed by WMB to WM Citation Holdings, LLC, a subsidiary of WMI.

EXHIBIT "*W*"

TRANSFERRED INTELLECTUAL PROPERTY

Part I: Trademarks

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
ACCOUNT AUTOGRAPH	United States	036 045	Washington Mutual, Inc.	78/856,967	4/7/2006	3,482,346	8/5/2008
ADVANTAGE 90	United States	036	Washington Mutual, Inc.	75/682,322	4/13/1999	2,424,035	1/23/2001
AMERICA'S LENDING LEADER	United States	036	Washington Mutual, Inc.	78/173,277	10/10/2002	2,877,044	8/24/2004
ANOTHER SMALL REVOLUTION IN BANKING	United States	036	Washington Mutual, Inc.	78/975,175	4/10/2002	2,846,921	5/25/2004
BANK MINDED. WILD AT HEART.	United States	038	Washington Mutual, Inc.	77/273,622	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	036	Washington Mutual, Inc.	77/273,618	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	035	Washington Mutual, Inc.	77/273,615	9/6/2007		
BANK MINDED. WILD AT HEART.	United States	041	Washington Mutual, Inc.	77/273,623	9/6/2007		
BANK. SMILE. REPEAT.	United States	036	Washington Mutual, Inc.	78/922,095	7/3/2006		
BUSINESS BILL PAY	United States	036	Washington Mutual, Inc.	78/321,277	10/30/2003	2,996,170	9/13/2005
BUYSMART	United States	036	Washington Mutual, Inc.	78/791,708	1/13/2006	3,246,687	5/29/2007
BUYSMART	United States	035	Washington Mutual, Inc.	78/791,719	1/13/2006	3,264,430	7/17/2007
BUYSMART	United States	016	Washington Mutual, Inc.	78/791,730	1/13/2006	3,227,216	4/10/2007
CAN!	United States	036	Washington Mutual, Inc.	78/514,924	11/10/2004	3,172,221	11/14/2006
CAN!	United States	035	Washington Mutual, Inc.	78/514,920	11/10/2004	3,140,248	9/5/2006
CAN! (COMMITTED ACTIVE NEIGHBORS)	United States	035	Washington Mutual, Inc.	78/230,165	3/26/2003	2,960,902	6/7/2005
CAN! CASH	United States	035	Washington Mutual, Inc.	75/798,411	9/14/1999	2,782,175	11/11/2003
CAN! CASH	United States	036	Washington Mutual, Inc.	75/798,409	9/14/1999	2,782,174	11/11/2003
CAN! COMMITTED ACTIVE NEIGHBORS	United States	042	Washington Mutual, Inc.	75/798,257	9/14/1999	2,779,794	11/4/2003
CAN! COMMITTED ACTIVE NEIGHBORS	United States	035	Washington Mutual, Inc.	75/798,265	9/14/1999	2,466,550	7/3/2001
CAN! COMMITTED ACTIVE NEIGHBORS	United States	036	Washington Mutual, Inc.	75/798,259	9/14/1999	2,779,795	11/4/2003
COINHEAD	United States	041	Washington Mutual, Inc.	78/094,736	11/21/2001	3,104,567	6/13/2006
COINHEAD	United States	042	Washington Mutual, Inc.	78/094,737	11/21/2001	3,114,771	7/11/2006
COINHEAD	United States	036	Washington Mutual, Inc.	78/975,737	11/21/2001	2,937,042	3/29/2005
COINHEAD	United States	036	Washington Mutual, Inc.	78/975,636	11/21/2001	2,968,801	7/12/2005
COINHEAD	United States	016	Washington Mutual, Inc.	78/094,733	11/21/2001	3,177,596	11/28/2006
COINHEAD DESIGN	United States	036 042	Washington Mutual, Inc.	78/975,792	11/27/2001	2,929,894	3/1/2005
COINHEAD DESIGN	United States	041	Washington Mutual, Inc.	78/095,352	11/27/2001	2,925,700	2/8/2005
COINHEAD DESIGN	United States	036	Washington Mutual, Inc.	76/258,638	5/17/2001	2,569,903	5/14/2002
COINHEAD DESIGN	United States	016	Washington Mutual, Inc.	76/258,637	5/17/2001	2,540,354	2/19/2002
COLOR PLUM TRADE DRESS	United States	036	Washington Mutual, Inc.	76/388,007	3/28/2002	3,164,183	10/24/2006
EQUITY YOUR WAY	United States	036	Washington Mutual, Inc.	78/298,229	9/9/2003	3,169,358	11/7/2006
FREE CHECKING, FREE SMILES	United States	036	Washington Mutual, Inc.	78/975,324	8/8/2001	2,841,863	5/11/2004
FREEDOM FLYAWAY	Washington	041	Washington Mutual, Inc.	50980	6/26/2006	50980	8/3/2006
GRUBSTAKE	United States	041	Washington Mutual, Inc.	78/094,720	11/21/2001	3,013,731	11/8/2005
GRUBSTAKE	United States	042	Washington Mutual, Inc.	78/094,721	11/21/2001	3,011,924	11/1/2005
GRUBSTAKE	United States	016	Washington Mutual, Inc.	78/094,717	11/21/2001	3,011,923	11/1/2005
GRUBSTAKE	United States	036	Washington Mutual, Inc.	78/975,703	11/21/2001	2,921,804	1/25/2005
GRUBSTAKE Design	United States	016	Washington Mutual, Inc.	78/095,356	11/27/2001	2,981,659	8/2/2005
GRUBSTAKE Design	United States	036	Washington Mutual, Inc.	78/095,357	11/27/2001	3,032,741	12/20/2005
GRUBSTAKE Design	United States	041	Washington Mutual, Inc.	78/095,359	11/27/2001	3,032,742	12/20/2005
GRUBSTAKE Design	United States	042	Washington Mutual, Inc.	78/095,360	11/27/2001	3,032,743	12/20/2005
HOME CREST	United States	035 039	Washington Mutual, Inc.	78/287,724	8/14/2003		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
HOME CREST	United States	036	Washington Mutual, Inc.	78/287,725	8/14/2003	3,127,548	8/8/2006
HOME CREST INSURANCE SERVICES, INC. and Design	United States	036	Washington Mutual, Inc.	78/375,619	2/27/2004	3,127,626	8/8/2006
HOME OF THE FREE	United States	036	Washington Mutual, Inc.	78/065,637	5/24/2001	2,783,095	11/11/2003
HOME OF THE FREE	United States	042	Washington Mutual, Inc.	78/138,795	6/25/2002	2,841,601	5/11/2004
HOME OF THE FREE	United States	041	Washington Mutual, Inc.	78/138,800	6/25/2002	2,846,510	5/25/2004
HOME OF THE FREE	United States	036	Washington Mutual, Inc.	78/975,344	6/25/2002	2,857,016	6/22/2004
ID THEFT INSPECT	United States	036	Washington Mutual, Inc.	78/353,387	1/16/2004	3,048,704	1/24/2006
ID THEFT INSPECT	United States	035 045	Washington Mutual, Inc.	78/353,389	1/16/2004	3,048,705	1/24/2006
I'M WITH THE BANK	United States	038	Washington Mutual, Inc.	77/115,257	2/23/2007		
I'M WITH THE BANK	United States	036	Washington Mutual, Inc.	77/115,252	2/23/2007		
I'M WITH THE BANK	United States	041	Washington Mutual, Inc.	77/115,261	2/23/2007		
I'M WITH THE BANK	United States	035	Washington Mutual, Inc.	77/115,249	2/23/2007		
INSTANT BANKIFICATION	United States	045	Washington Mutual, Inc.	77/511,778	6/30/2008		
INSTANT BANKIFICATION	United States	036	Washington Mutual, Inc.	77/511,777	6/30/2008		
INSTANT BANKIFICATION	United States	035	Washington Mutual, Inc.	77/511,772	6/30/2008		
INSTANT CHECKING	United States	035 036	Washington Mutual, Inc.	77/170,872	5/2/2007		
INSTANT CLOSE	United States	036	Washington Mutual, Inc.	78/321,155	10/30/2003	3,276,108	8/7/2007
INVEST1TO1	Canada	000	Washington Mutual, Inc.	1,070,760	8/11/2000	TMA631,756	2/2/2005
INVEST1TO1	Community	036 038 042	Washington Mutual, Inc.	1804855	8/11/2000	1804855	12/19/2001
INVEST1TO1.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		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
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		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
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

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
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

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
WAMU FREE CHECKING	United States	036	Washington Mutual, Inc.	77/496,903	6/11/2008	3,630,020	6/2/2009
WAMU FREE CHECKING	United States	036	Washington Mutual, Inc.	78/785,949	1/5/2006	3,473,838	7/22/2008
WAMU FREE CHECKING	United States	035	Washington Mutual, Inc.	77/496,898	6/11/2008	3,704,154	11/3/2009
WAMU FREE CHECKING	United States	045	Washington Mutual, Inc.	77/496,909	6/11/2008	3,564,336	1/20/2009
WAMU HOME LOANS	United States	036	Washington Mutual, Inc.	78/232,173	3/31/2003	2,879,308	8/31/2004
WAMU INCENT	United States	035	Washington Mutual, Inc.	77/547,682	8/14/2008		
WAMU INVESTMENTS	United States	036	Washington Mutual, Inc.	77/273,614	9/6/2007		
WAMU KIDS	United States	041	Washington Mutual, Inc.	78/227,487	3/19/2003	2,813,142	2/10/2004
WAMU KIDS	United States	036	Washington Mutual, Inc.	78/227,482	3/19/2003	2,813,141	2/10/2004
WAMU LIVE!	United States	036	Washington Mutual, Inc.	77/115,183	2/23/2007	3,599,069	3/31/2009
WAMU LIVE!	United States	041	Washington Mutual, Inc.	77/975,813	2/23/2007	3,522,371	10/21/2008
WAMU LIVE!	United States	038	Washington Mutual, Inc.	77/975,814	2/23/2007	3,518,040	10/14/2008
WAMU LIVE!	United States	035	Washington Mutual, Inc.	77/115,186	2/23/2007		
WAMU LIVE!	United States	038	Washington Mutual, Inc.	77/115,178	2/23/2007		
WAMU LIVE!	United States	041	Washington Mutual, Inc.	77/115,174	2/23/2007		
WAMU LIVE!	United States	035	Washington Mutual, Inc.	77/975,815	2/23/2007	3,522,372	10/21/2008
WAMU MORTGAGE PLUS	United States	036	Washington Mutual, Inc.	78/649,674	6/13/2005	3,291,721	9/11/2007
WAMU REAL REWARDS	United States	036	Washington Mutual, Inc.	77/109,922	2/16/2007	3,517,180	10/14/2008
WAMU REAL REWARDS	United States	035	Washington Mutual, Inc.	77/109,925	2/16/2007	3,517,181	10/14/2008
WAMU THEATER	United States	043	Washington Mutual, Inc.	77/194,309	5/31/2007	3,525,028	10/28/2008
WAMU THEATER	United States	035 041	Washington Mutual, Inc.	77/194,312	5/31/2007		
WAMU WITH W LOGO	Canada	000	Washington Mutual, Inc.	1,408,826	8/20/2008		
WAMU WITH W LOGO	Mexico	035	Washington Mutual, Inc.	956006	8/20/2008	1102754	5/28/2009
WAMU WITH W LOGO	Mexico	036	Washington Mutual, Inc.	956007	8/20/2008	1105359	6/12/2009
WAMU WITH W LOGO	Mexico	038	Washington Mutual, Inc.	956008	8/20/2008	1102755	5/28/2009
WAMU WITH W LOGO	United States	016	Washington Mutual, Inc.	78/971,677	9/11/2006		
WAMU WITH W LOGO	United States	009	Washington Mutual, Inc.	78/971,669	9/11/2006		
WAMU WITH W LOGO	United States	009	Washington Mutual, Inc.	78/980,556	9/11/2006	3,518,533	10/14/2008
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	77/489,162	6/2/2008	3,560,764	1/13/2009
WAMU WITH W LOGO	United States	041	Washington Mutual, Inc.	78/971,691	9/11/2006		
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	78/971,679	9/11/2006		
WAMU WITH W LOGO	United States	036 045	Washington Mutual, Inc.	77/103,117	2/8/2007		
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	77/548,646	8/15/2008		
WAMU WITH W LOGO	United States	036 038 041	Washington Mutual, Inc.	77/402,030	2/20/2008		
WAMU WITH W LOGO	United States	035	Washington Mutual, Inc.	77/529,941	7/23/2008		
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	77/489,170	6/2/2008	3,563,908	1/20/2009
WAMU WITH W LOGO	United States	036	Washington Mutual, Inc.	78/971,685	9/11/2006		
WAMU.COM	Canada	000	Washington Mutual, Inc.	1,041,328	12/30/1999	TMA620,975	9/29/2004
WAMU.COM	Community	036 038 042	Washington Mutual, Inc.	1446863	1/3/2000	1446863	7/17/2001
WAMU.COM	United States	036	Washington Mutual, Inc.	75/742,362	7/2/1999	2,498,860	10/16/2001
WAMUINS	United States	036	Washington Mutual, Inc.	76/977,685	2/1/2001	3,002,461	9/27/2005
WAMUINS.COM and Design	United States	036	Washington Mutual, Inc.	76/976,846	2/1/2001	2,887,396	9/21/2004
WAMUMORTGAGE.COM	Australia	036	Washington Mutual, Inc.	818164	12/22/1999	818164	7/14/2000
WAMUMORTGAGE.COM	United Kingdom	036	Washington Mutual, Inc.	2218071	12/22/1999	2218071	2/9/2001

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
WASHINGTON MUTUAL	Australia	036	Washington Mutual, Inc.	929035	10/2/2002	929035	11/8/2004
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,037,877	11/29/1999	TMA593,025	10/24/2003
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	894,958	10/30/1998	TMA616,271	8/4/2004
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,155,477	10/9/2002		
WASHINGTON MUTUAL	Canada	000	Washington Mutual, Inc.	1,336,938	2/26/2007		
WASHINGTON MUTUAL	Community	009 035 036	Washington Mutual, Inc.	002879484	10/4/2002	002879484	12/9/2004
WASHINGTON MUTUAL	Japan	036	Washington Mutual, Inc.	2002-089937	10/23/2002	4753768	3/5/2004
WASHINGTON MUTUAL	Mexico	041	Washington Mutual, Inc.	839035	2/27/2007	1054056	8/13/2008
WASHINGTON MUTUAL	Mexico	009	Washington Mutual, Inc.	838732	2/26/2007	993920	7/23/2007
WASHINGTON MUTUAL	Mexico	016	Washington Mutual, Inc.	839032	2/27/2007	988350	6/20/2007
WASHINGTON MUTUAL	Mexico	036	Washington Mutual, Inc.	839034	2/27/2007	1015610	11/30/2007
WASHINGTON MUTUAL	Mexico	045	Washington Mutual, Inc.	839036	2/27/2007	1055955	8/26/2008
WASHINGTON MUTUAL	Mexico	035	Washington Mutual, Inc.	839033	2/27/2007	1053164	8/11/2008
WASHINGTON MUTUAL	New Zealand	036	Washington Mutual, Inc.	665719	10/1/2002	665719	2/3/2003
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	75/515,420	7/8/1998	2,318,138	2/15/2000
WASHINGTON MUTUAL	United States	016 036	Washington Mutual, Inc.	75/715,723	5/27/1999	2,332,955	3/21/2000
WASHINGTON MUTUAL	United States	035	Washington Mutual, Inc.	76/976,677	11/3/2000	2,867,640	7/27/2004
WASHINGTON MUTUAL	United States	041	Washington Mutual, Inc.	76/155,066	10/27/2000	2,926,504	2/15/2005
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	78/129,389	5/16/2002	3,021,627	11/29/2005
WASHINGTON MUTUAL	United States	009	Washington Mutual, Inc.	78/960,103	8/24/2006	3,329,552	11/6/2007
WASHINGTON MUTUAL	United States	036	Washington Mutual, Inc.	78/975,992	5/16/2002	2,980,037	7/26/2005
WASHINGTON MUTUAL BANK (Chinese Characters)	United States	036	Washington Mutual, Inc.	75/601,482	12/9/1998	2,775,934	10/21/2003
WASHINGTON MUTUAL BANK (Chinese Characters)	United States	036	Washington Mutual, Inc.	75/697,864	5/4/1999	2,795,108	12/16/2003
WASHINGTON MUTUAL COMMUNITY ACCESS	United States	036	Washington Mutual, Inc.	78/975,413	6/21/2002	2,861,690	7/6/2004
WASHINGTONMUTUAL.COM	Community	036 038 042	Washington Mutual, Inc.	1447085	1/3/2000	1447085	7/23/2001
WE HAVE LISTENERS NOT TELLERS	United States	036	Washington Mutual, Inc.	77/288,749	9/25/2007		
WESTERN BANK and Design	United States	016	Washington Mutual, Inc.	75/716,086	5/27/1999	2,884,514	9/14/2004
WHOO HOO	United States	036	Washington Mutual, Inc.	77/357,506	12/20/2007		
WM	United States	036	Washington Mutual, Inc.	75/515,417	7/8/1998	2,884,500	9/14/2004
WM FINANCIAL SERVICES	United States	036	Washington Mutual, Inc.	75/373,844	10/16/1997	2,793,366	12/16/2003
WM FINANCIAL SERVICES, INC. (STYLIZED)	United States	036	Washington Mutual, Inc.	75/377,675	10/22/1997	2,831,033	4/13/2004
WM GROUP OF FUNDS	United States	036	Washington Mutual, Inc.	75/450,218	3/13/1998	2,881,909	9/7/2004
WM MORNING REPORT	United States	036	Washington Mutual, Inc.	75/637,988	2/8/1999	2,913,411	12/21/2004
WM MUTUAL FUNDS	United States	036	Washington Mutual, Inc.	75/442,730	3/2/1998	2,998,505	9/20/2005
YOU SHOP. SCHOOLS WIN.	United States	036	Washington Mutual, Inc.	78/677,893	7/25/2005	3,153,431	10/10/2006
YOUR PET. YOUR CARD. PERFECT TOGETHER.	United States	036	Washington Mutual, Inc.	77/341,631	11/30/2007		
YOUR PET. YOUR CARD. PERFECT TOGETHER.	United States	035	Washington Mutual, Inc.	77/341,629	11/30/2007		

Part II: Patent/Patent Applications

PATENT				
Title	**Comments**	**App. No./ Patent No.**	**Filed/ Issued**	**Art Unit**
SYSTEM FOR PROVIDING ENHANCED SYSTEMS MANAGEMENT, SUCH AS IN BRANCH BANKING	Granted	09/972,754 6,681,985	10/05/2001 01/27/2004	2876
PATENT APPLICATIONS				
Title	**Comments**	**App. No./**	**Filed**	**Art Unit**
CLIENT-SERVER-TYPE SECURITY SYSTEM, SUCH AS A SECURITY SYSTEM FOR USE WITH COMPUTER NETWORK CONSUMER TRANSACTIONS	Abandoned	10/546,225	08/17/2005	3621
SYSTEM FOR AUTOMATICALLY TRANSFERRING ACCOUNT INFORMATION, SUCH AS INFORMATION REGARDING A FINANCIAL SERVICES ACCOUNT	On appeal	11/332,651	01/13/2005	3696
SERVICE OR SUPPLY CHAIN DIAGNOSTIC SYSTEMS, SUCH AS SYSTEMS FOR MEASURING AND LINKING ASSESSMENTS ACROSS AN ORGANIZATION	Awaiting first USPTO Action	11/388,704	03/24/2006	3627
SYSTEMS AND METHODS FOR OPENING, FUNDING, AND MANAGING FINANCIAL ACCOUNTS	Awaiting first USPTO Action	11/522,294	09/15/2006	3694
SYSTEMS AND METHODS FOR OPENING, FUNDING, AND/OR USING A FINANCIAL ACCOUNT, SUCH AS A CHECKING ACCOUNT	Awaiting next USPTO Action	11/735,310	04/13/07	3694
METHODS AND SYSTEMS FOR ANALYZING DIRECT MAIL MARKETING PROGRAMS	Awaiting first USPTO Action	12/056,759	03/27/08	3692
METHOD AND SYSTEM FOR EVALUATING A CUSTOMER OF A FINANCIAL INSTITUTION	Abandoned	11/412,148	04/26,2006	

Part III: Domain Names

1031wamu.com
1031wamu.net
1031wamu.org
1877wamuins.com
1877wamuins.net
1877wamuins.org
1to1investing.com
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wm-irvine.com
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wmtrade.com
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wmwealthstrategies.com
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worldgymvisa.com
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wwwamu.com
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wwwashingtonmutual.com
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wwwprovidian.com
wwwprovidiancards.com
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totalaccessvisa.org
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yourecardfast.org
yourmarketplaceonline.com
yourmarketplaceonline.net
yourmarketplaceonline.org
yourwamuexpert.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 Adresses

Internet Protocol Address Blocks
NetRange: 167.145.0.0 - 167.145.255.255
NetRange: 167.88.0.0 - 167.88.255.255
NetRange: 167.160.0.0 - 167.160.255.255

Autonomous System Numbers
AS23436
AS14894

EXHIBIT "*X*"

WMB INTELLECTUAL PROPERTY

Part I: Trademarks

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
ACCESSABILITY (STYLIZED)	United States	036	The Dime Savings Bank of New York, FSB	76/061,775	6/2/2000		
AHMANSON	United States	036	Ahmanson Land Company	76/070,810	6/14/2000		
AHMANSON	United States	038	Ahmanson Land Company	76/070,827	6/14/2000		
AHMANSON	United States	037	Ahmanson Land Company	76/070,816	6/14/2000		
AHMANSON	United States	039	Ahmanson Land Company	76/070,801	6/14/2000		
AHMANSON	United States	035 042	Ahmanson Land Company	76/070,821	6/14/2000		
AHMANSON	United States	025	Ahmanson Land Company	76/071,055	6/14/2000		
AHMANSON	United States	041	Ahmanson Land Company	76/070,802	6/14/2000		
AHMANSON	United States	035	Ahmanson Land Company	76/070,800	6/14/2000		
AHMANSON	United States	028	Ahmanson Land Company	76/070,850	6/14/2000		
AHMANSON	United States	021	Ahmanson Land Company	76/070,851	6/14/2000		
AHMANSON LAND COMPANY	United States	037	Ahmanson Land Company	76/070,863	6/14/2000		
AHMANSON LAND COMPANY	United States	036	Ahmanson Land Company	76/070,820	6/14/2000		
AHMANSON MORTGAGE	Arizona	036	Home Savings of America, F.A.	N/A		66,196	5/1/1986
AHMANSON MORTGAGE	California	036	Home Savings of America, F.A.	N/A		27,719	8/1/1986
AHMANSON MORTGAGE	Colorado	036	Home Savings of America, F.A.	N/A		T30,711	4/28/1986
AHMANSON MORTGAGE	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6,807	5/20/1986
AHMANSON MORTGAGE	North Carolina	036	Home Savings of America, F.A.	N/A		6,481	5/8/1986
AHMANSON MORTGAGE	Oregon	036	Home Savings of America, F.A.	N/A		S20,819	4/23/1986
AHMANSON MORTGAGE	United States	036	Washington Mutual Bank, FA	73/594,508	4/21/1986	1,454,613	8/25/1987
AHMANSON MORTGAGE (Stylized letters)	Washington	036	Home Savings of America, F.A.	N/A		16,439	4/21/1986
AHMANSON MORTGAGE and Design	Colorado	036	Home Savings of America, F.A.	N/A		T30,811	5/16/1986
AHMANSON MORTGAGE and Design	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6,808	5/20/1986
AHMANSON MORTGAGE and Design	Indiana	036	Home Savings of America, F.A.	N/A		50,097,352	4/21/1986
AHMANSON MORTGAGE and Design	Indiana	036	Home Savings of America, F.A.	N/A		50,097,351	4/21/1986
AHMANSON MORTGAGE and Design	Minnesota	036	Home Savings of America, F.A.	N/A		11,119	5/19/1986
AHMANSON MORTGAGE and Design	North Carolina	036	Home Savings of America, F.A.	N/A		6,500	5/19/1986
AHMANSON MORTGAGE and Design	Oregon	036	Home Savings of America, F.A.	N/A		S20,858	5/12/1986
AHMANSON MORTGAGE	Tennessee	036	Home Savings of America, F.A.	N/A		N/A	5/15/1986

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK COMPANY	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
AHMANSON MORTGAGE COMPANY and Design	United States	036	Washington Mutual Bank, FA	73/596,025	4/30/1986	1,422,265	12/23/1986
AHMANSON MORTGAGE COMPANY SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, F.A.	N/A		16,473	5/2/1986
AHMANSON RANCH	United States	041	Ahmanson Land Company	76/070,809	6/14/2000		
AHMANSON RANCH	United States	039	Ahmanson Land Company	76/072,211	6/14/2000		
AHMANSON RANCH	United States	038	Ahmanson Land Company	76/070,811	6/14/2000		
AHMANSON RANCH	United States	037	Ahmanson Land Company	76/070,861	6/14/2000		
AHMANSON RANCH	United States	036	Ahmanson Land Company	76/072,213	6/14/2000		
AHMANSON RANCH	United States	028	Ahmanson Land Company	76/070,860	6/14/2000		
AHMANSON RANCH	United States	042	Ahmanson Land Company	76/070,841	6/14/2000		
AHMANSON RANCH	United States	025	Ahmanson Land Company	76/071,056	6/14/2000		
AHMANSON RANCH	United States	021	Ahmanson Land Company	76/070,865	6/14/2000		
AHMANSON RANCH	United States	035	Ahmanson Land Company	76/072,212	6/14/2000		
ALLPOINTS	United States	035	Providian Financial Corporation	75/773,064	8/11/1999		
AMERICA THE BEAUTIFUL AND PROSPEROUS SAVINGS (Chinese Charac	United States	036	Home Savings of America, FSB	74/034,117	3/2/1990	1,634,352	2/5/1991
AMERICAN EQUITY CREDIT LINE	California	036	American Savings & Loan Association	32749	5/19/1988	32749	5/19/1988
AMERICAN MONEY MANAGER ACCOUNT, THE (Stylized)	California	036	American Savings & Loan Association	32561	4/28/1988	32561	4/28/1988
AMERICAN PATRIOTS CLUB, THE	California	036	Washington Mutual Bank, FA	32239	3/4/1988	32239	3/4/1988
AMERICAN PATRIOTS CLUB, THE	United States	036	Washington Mutual Bank, FA	73/705,902	1/15/1988	1,503,266	9/6/1988
AMERICAN SAVINGS BANK	United States	036	American Savings Bank, FA	75/220,739	1/2/1997	2,210,117	12/15/1998
AMERICAN SAVINGS BANK and Design (Eagle/w/triangle)	United States	036	Washington Mutual Bank, FA	74/265,806	4/14/1992	1,755,695	3/2/1993
APPROVALFIRST	United States	036	PNC Mortgage Corp. of America	73/834,265	10/27/1989	1,602,825	6/19/1990
APROBACIONPRIMERO	United States	036	PNC Mortgage Corp. of America	74/636,869	2/15/1995	1,945,853	1/2/1996
ARIA	United States	036	Providian Financial Corporation	78/002,488	4/4/2000		
ARIA	United States	036	Washington Mutual Bank	75/655,115	3/5/1999	2,466,302	7/3/2001
ARIA	United States	035 036	Providian Financial Corporation	78/000,352	3/21/2000		
ARIA BUYSMART	United States	035 036	Providian Financial Corporation	75/908,593	2/2/2000		
ARIA PERSONA	United States	035	Providian Financial Corporation	75/727,124	6/11/1999		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036 036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
ARIA PERSONAL REGISTRY	United States	035	Providian Financial Corporation	75/908,592	2/2/2000		
ARIA PERSONAL SHOPPER	United States	035	Providian Financial Corporation	75/853,371	11/18/1999		
ARIA PORTRAIT	United States	035 036	Providian Financial Corporation	75/726,706	6/11/1999		
ARIA.COM	United States	036	Providian Financial Corporation	75/905,995	1/28/2000		
ASK US BANKING	United States	036	Great Western Financial Corporation	74/643,466	3/8/1995		
B/CXPRESS	United States	036	North American Mortgage Company	75/222,278	1/7/1997	2,109,271	10/28/1997
B/CXPRESS (Stylized)	United States	036	North American Mortgage Company	75/222,159	1/7/1997	2,110,857	11/4/1997
BANK BY MOUSE	United States	036	Bank United of Texas FSB	75/074,136	3/16/1996	2,406,520	11/21/2000
BANK TRAY	United States	009	Calnet Business Bank, N.A.	76/520,778	5/30/2003		
BANK TRAY	United States	036 038	Calnet Business Bank, N.A.	76/520,779	5/30/2003		
BANK@WORK	United States	036	Home Savings of America, FSB	75/292,334	5/15/1997		
BANK-BY-PHONE	Oregon	136	Washington Mutual Bank	N/A		S-26032	3/24/1992
BANK-BY-PHONE & Design	Washington	042	Washington Mutual Savings Bank	N/A		19149	8/7/1989
BANK-BY-PHONE (Stylized)	Washington	036	Washington Mutual Savings Bank	N/A		021227	3/23/1992
BBMC MORTGAGE	Hawaii		BancBoston Mortgage Corporation	N/A	1/22/1990	114538	1/22/1990
BENEFICIAL, CONVENIENT, AND CHECKING ACCOUNT (Chinese Chara	United States	036	Home Savings of America, FSB	74/102,326	10/1/1990	1,697,989	6/30/1992
BENEFICIAL, PROFITABLE AND CHECKING ACCOUNT (Chinese Chara	United States	036	Home Savings of America, FSB	74/102,327	10/1/1990	1,691,912	6/9/1992
BESTCHOICE	United States	036	PNC Mortgage Corp. of America	74/115,920	11/16/1990	1,791,854	9/7/1993
BETTER-THAN-CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S26112	4/17/1992
BETTER-THAN-CHECKING	Washington	102	Washington Mutual Savings Bank	N/A		10922-R	11/13/1988
BILLSNAP	United States	036	Providian Financial Corporation	78/029,329	10/5/2000		
BOWERY AMERICA THE BEAUTIFUL AND PROSPEROUS SAVINGS (Chinese	New York	036	Home Savings of America, F.A.			S12,597	5/15/1991
BROKERS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/407,323	6/29/1993	1,827,725	3/22/1994
BUMP RATE	California	036	Washington Mutual Bank	48578	9/19/1997	48578	9/19/1997
BUMP RATE	Idaho	036	Washington Mutual Bank	15684	5/5/1997	15684	5/5/1997
BUMP RATE	Montana	036	Washington Mutual Bank	19409	4/24/1997	19409	4/24/1997
BUMP RATE	Oregon	136	Washington Mutual Bank	N/A		S-26052	3/31/1992
BUMP RATE	United States	036	Washington Mutual Bank	74/153,325	4/2/1991	1,698,617	6/30/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
BUMP RATE	United States	036	Washington Mutual Bank	75/487,786	5/19/1998		
BUMP RATE	Utah	036	Washington Mutual Bank				
BUMP RATE	Washington	036	Washington Mutual Savings Bank			21197	3/13/1997
BUYER'S CHOICE	Idaho	036	Washington Mutual Savings Bank	N/A		13460	12/4/1991
BUYER'S CHOICE	Oregon	036	Washington Mutual Savings Bank	N/A		S-25785	12/9/1991
BUYER'S CHOICE	Washington	036	Washington Mutual Savings Bank	N/A		021027	12/3/1991
CANYON WALK APARTMENTS	Arizona	036	Home Savings of America, F.A.	N/A		80,094	4/20/1988
CASH CARD	Oregon	136	Washington Mutual Savings Bank	N/A	11/29/1993	S-27679	11/29/1993
CASH CARD	Oregon	116	Washington Mutual Savings Bank	N/A	11/29/1993	T-27677	11/29/1993
CASH CARD	Washington	036	Washington Mutual Savings Bank	N/A	11/24/1993	22624	11/24/1993
CASH CARD	Washington	016	Washington Mutual Savings Bank	N/A	11/24/1993	22625	11/24/1993
CASH COMMAND ACCOUNT	United States	036	Coast Federal Savings and Loan Association	73/092,868	7/9/1976	1,099,801	8/15/1978
CASH RESERVE	California	036	Coast Savings Financial	N/A		31,686	1/11/1988
CELEBRATION CD	United States	036	Washington Mutual, a Federal Savings Bank	74/010,372	12/12/1989	1,648,568	6/18/1991
CELERIS	United States	036	Washington Mutual Home Loans, Inc.	76/091,535	7/18/2000		
CENTRAL EXPRESS (Stylized)	California	036	Coast Savings & Loan Association	N/A		14,790	9/22/1982
CHECKING TO GO	Oregon	136	Washington Mutual Savings Bank	N/A		S-26930	3/29/1993
CHECKING TO GO	Washington	036	Washington Mutual Savings Bank	N/A		022043	3/29/1993
CHINESE CHARACTERS Design	California	036	Home Savings of America, FSB	N/A		37,058	6/28/1990
CLASSIC CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S21630	4/21/1992
CLASSIC CHECKING	Washington	036	Washington Mutual Savings Bank	N/A		21298	4/17/1992
CLUBPERKS	United States	035 036	Washington Mutual Bank	78/496,892	10/8/2004	3,185,535	12/19/2006
COAST FEDERAL BANK	United States	036	Coast Federal Bank, FSB	73/717,395	9/13/1988	1,515,766	12/6/1988
COAST FEDERAL SAVINGS and Design	United States	036	Coast Federal Savings	73/443,146	7/11/1983		
COAST LINERS and Design	United States	039	Coast Federal Bank, FSB	74/030,063	2/20/1990	1,683,999	4/21/1992
COAST SAVINGS AND LOAN & Design	United States	036	Coast Federal Savings and Loan Association	73/619,973	9/15/1986		
COAST SAVINGS AND LOAN and Design	United States	036	Coast Federal Bank, FSB	73/551,824	8/5/1985	1,387,752	3/25/1986
COASTLINE LOGO	United States	036	Coast Federal Bank, FSB	73/717,440	3/18/1988	1,515,767	12/6/1988
COASTLINERS	United States	039	Coast Federal Bank, FSB	74/030,294	2/20/1990	1,690,534	6/2/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
COMMERCEPLAN	United States	036	Providian Financial Corporation	73/679,264	8/19/1987	1,491,477	6/7/1988
COMMONWEALTH and Design	United States	036	Providian Financial Corporation	74/473,852	12/27/1993	1,894,311	5/16/1995
COMMUNITY PARTNERSHIP ACCOUNT	United States	036	The Dime Savings Bank of New York, FSB	75/196,666	11/11/1996	2,144,260	3/17/1998
CORPORATE PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/615,789	12/27/1994	1,952,884	1/30/1996
CORRESPONDENTS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/465,143	12/3/1993	1,949,751	1/16/1996
COUNTDOWN	United States	036	PNC Mortgage Corp. of America	74/547,175	7/8/1994	1,951,955	1/23/1996
CREDIT FOR THE WAY YOU LIVE	United States	035 036	Providian Financial Corporation	78/275,157	7/16/2003		
CREDITMASTER	United States	036	The Dime Savings Bank of New York, FSB	75/193,995	11/6/1996	2,360,993	6/27/2000
CREDITPOINT	United States	036	Washington Mutual Bank, FA	75/817,734	10/7/1999	2,450,655	5/15/2001
CUSTOM OPTION PLUS	United States	036	Washington Mutual, a Federal Savings Bank	74/028,240	2/8/1990		
DEPUTY TELLER	California	102	Great Western Bank	8,979	12/3/1979	8,979	12/3/1979
DEPUTY TELLER	United States	036	New American Capital, Inc.	74/010,858	12/14/1989	1,611,539	8/28/1990
DESTINATION UNLIMITED	United States	039	Washington Mutual Bank	75/737,297	6/24/1999	2,448,355	5/1/2001
DIME	New York	102	The Dime Savings Bank of New York, FSB	N/A	10/21/1986	S-9689	10/21/1986
DIME	United States	036	Washington Mutual Bank, FA	75/050,942	1/29/1996	2,030,125	1/14/1997
DIME (STYLIZED)	United States	036	The Dime Savings Bank of New York, FSB	75/293,691	5/19/1997	2,146,471	3/24/1998
DIME (STYLIZED) (COLOR)	United States	036	The Dime Savings Bank of New York, FSB	75/293,690	5/19/1997	2,146,470	3/24/1998
DIME AT WORK	United States	036	The Dime Savings Bank of New York, FSB	74/301,675	8/6/1992	1,779,200	6/29/1993
DIME SECURITIES	United States	036	The Dime Savings Bank of New York, FSB	74/229,615	12/10/1991	1,772,563	5/18/1993
DIME UNITED BANCORP, INC.	United States	036	The Dime Savings Bank of New York, FSB	75/804,210	9/21/1999		
DIME.LINK	United States	036	The Dime Savings Bank of New York, FSB	75/559,397	9/24/1998		
DIME.QUOTE (Stylized)	United States	036	The Dime Savings Bank of New York, FSB	75/432,905	2/12/1998	2,547,583	3/12/2002
DIMEBANK	United States	016 036	The Dime Savings Bank of New York, FSB	75/804,209	9/21/1999		
DIMEDIRECT	United States	036	The Dime Savings Bank of New York, FSB	75/774,980	8/13/1999		
DIMELINE	United States	036	The Dime Savings Bank of New York, FSB	73/749,331	8/31/1988	1,536,753	4/25/1989
DIMEVEST	United States	036	The Dime Savings Bank of New York, FSB	73/749,329	8/31/1988	1,536,751	4/25/1989
DIMEXPRESS	United States	036	The Dime Savings Bank of New York, FSB	75/573,472	10/19/1998		
DIVERSITY PLUS	United States	036	American Savings Bank, F.A.	74/549,604	7/15/1994		
DOUBLE PLAY	United States	036	PNC Mortgage Corp. of America	74/557,036	8/4/1994	1,934,348	11/7/1995
DRAGON Design	United States	036	Anchor Savings Bank FSB	74/092,950	8/31/1990	1,689,641	5/26/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
EAGLE W/TRIANGLE DESIGN	California	036	American Savings Bank, F.A.	36685	5/30/1990	36685	5/30/1990
EAGLE W/TRIANGLE DESIGN	United States	036	Washington Mutual Bank, FA				
EASY ACCESS	United States	036	Great Western Financial Corporation	74/012,714	12/19/1989		
EASY ACCESS HOME EQUITY MANAGEMENT ACCOUNT	United States	036	New American Capital, Inc.	74/196,067	8/16/1991	1,858,838	10/18/1994
E-DIME	United States	036	The Dime Savings Bank of New York, FSB	75/809,447	9/29/1999		
ENTERPRISE BANK	Washington	036	Washington Mutual Bank	24678	12/21/1995	24678	12/21/1995
ENVOY	United States	036	PNC Mortgage Corp. of America	74/646,572	3/14/1995	2,053,307	4/15/1997
EQUITY EDGE	United States	036	North American Mortgage Company	74/726,698	9/8/1995	2,322,018	2/22/2000
EQUITY NOW! & Design	Washington	036	Great Western Savings Bank			17090	3/12/1987
ESSENTIAL CHECKING	Oregon	136	Washington Mutual Savings Bank	N/A		S12631	4/21/1992
ESSENTIAL CHECKING	Washington	036	Washington Mutual Savings Bank	N/A		21297	4/17/1992
EXECUTIVE EXPRESS	United States	036	PNC Mortgage Corp. of America	74/508,605	4/4/1994	1,949,576	1/16/1996
EXPRESS MORTGAGE CENTERS	United States	036	Great Western Financial Corporation	75/096,917	4/30/1996		
EXTREMELINE	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		
FAXFUND$	United States	036	Home Savings of America, FSB	75/254,737	3/10/1997	2,194,278	10/6/1998
FINANCIAL FRONTIER	United States	036	Great Western Bank	74/561,772	8/16/1994		
FINANCIAL MATURITY	United States	036	Bank United Corp.	74/189,579	7/29/1991	1,855,347	9/20/1994
FINANCING USA	United States	036	Long Beach Mortgage Company	75/296,182	5/22/1997		
FIRST DEPOSIT	United States	036	Providian Financial Corporation	74/671,354	5/8/1995	2,007,741	10/15/1996
FIRST DOWN	United States	036	PNC Mortgage Corp. of America	74/342,551	12/22/1992	1,843,870	7/5/1994
FIRST SELECT and Design	United States	036	Washington Mutual Bank	78/000,369	3/21/2000	2,670,237	12/31/2002
FIRST SELECT CORPORATION	United States	036	Providian Financial Corporation	75/534,248	8/11/1998		
FIRST SELECT FINANCIAL SERVICES	United States	036	Providian Financial Corporation	75/479,346	5/4/1998		
FLASHBRIDGE	United States	009	Washington Mutual Home Loans, Inc.	76/121,104	9/1/2000		
FLEX CD	Washington	102	Great Northwest Federal Savings	N/A		17525	9/21/1987
FLEXIFUND	United States	036	Washington Mutual Savings Bank	73/312,957	6/3/1981	1,197,390	6/8/1982
FLEXPOWER	United States	036	The Dime Savings Bank of New York, FSB	75/737,831	6/15/1999	2,485,874	9/4/2001
FLEXRATE & Design	California	036	Coast Savings & Loan Association	N/A		27,879	8/21/1986

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
FOR MORTGAGES, THERE'S NO PLACE LIKE THE DIME	United States	036	The Dime Savings Bank of New York, FSB	73/749,330	8/31/1988	1,536,752	4/25/1989
FRIEND OF THE FAMILY	United States	035 036	Washington Mutual Bank	74/530,004	5/26/1994	1,897,717	6/6/1995
FRIEND OF THE FAMILY, THE	United States	024	Washington Mutual Bank	74/665,477	4/25/1995	1,958,093	2/20/1996
FRIEND OF THE FAMILY, THE	United States	025	Washington Mutual Bank	74/665,656	4/25/1995	2,094,041	9/9/1997
FRIEND OF THE FAMILY, THE	United States	028	Washington Mutual Bank	74/665,843	4/25/1996	1,991,003	8/6/1996
FRIEND OF THE FAMILY, THE	United States	018	Washington Mutual Bank	74/665,694	4/25/1995	1,991,001	8/6/1996
FRIEND OF THE FAMILY, THE	United States	036	Washington Mutual Bank	73/595,359	4/25/1986	1,420,431	12/9/1986
FRIEND OF THE FAMILY, THE	United States	021	Washington Mutual Bank	74/669,919	5/4/1995	2,118,699	12/9/1997
FRIEND OF THE FAMILY, THE	United States	016	Washington Mutual Bank	74/665,750	4/25/1995	2,100,662	9/30/1997
FRIEND OF THE FAMILY, THE	Washington	036	Washington Mutual Bank	N/A		9135	4/29/1975
FRONTIER	United States	016	New American Capital, Inc.	75/003,960	10/5/1995		
FRONTIER	United States	036	New American Capital, Inc.	75/002,452	10/5/1995		
GENUINE INTEREST	California	036	Coast Savings Financial	N/A		27,878	8/21/1986
GIVE A DIME	United States	036	The Dime Savings Bank of New York, FSB	75/031,528	12/12/1995	2,051,620	4/8/1997
GNW FINANCIAL	United States	036	WM, a Federal Savings Bank	74/010,639	12/14/1989	1,712,150	9/1/1992
GREAT NORTHWEST	United States	036	WM, a Federal Savings Bank	72/422,649	4/27/1972	981,404	3/26/1974
GREAT WESTERN	California	036	Great Western Savings & Loan Assoc.	3,765	8/28/1975	3,765	8/28/1975
GREAT WESTERN	United States	036	New American Capital, Inc.	74/450,742	10/21/1993	1,857,914	10/11/1994
GREAT WESTERN	United States	036	New American Capital, Inc.	72/365,710	7/20/1970	957,478	4/17/1973
GREAT WESTERN	United States	036	New American Capital, Inc.	73/068,911	11/13/1975	1,164,038	8/4/1981
GREAT WESTERN (STYLIZED)	Idaho	036	Great Western Savings	N/A		8,380	6/5/1978
GREAT WESTERN (STYLIZED)	Texas	036	Great Western Financial Corporation	38,259	4/6/1981	38,259	4/6/1981
GREAT WESTERN BANK (Tradename)	Arizona	035	Washington Mutual Bank, FA	N/A		79,877	4/8/1998
GREAT WESTERN BANK. HEY IT'S YOUR MONEY.	United States	036	Great Western Financial Corporation	75/282,921	4/28/1997		
GREAT WESTERN INSURANCE AGENCY Tradename	Nebraska	036	Great Western Securities Inc.	N/A		6,838,057	8/3/1976
GREAT WESTERN INVESTOR'S CD	United States	036	New American Capital, Inc.	74/444,829	10/7/1993	1,903,795	7/4/1995
GREAT WESTERN LEASING	Nevada	102	Great Western Savings	18806	12/12/1983	18806	12/12/1983
GREAT WESTERN LEASING (STYLIZED)	Nevada	102	Great Western Savings	18844	1/3/1994	18844	1/3/1994
GREAT WESTERN PREFERRED MONEY MARKET ACCOUNT	United States	036	Great Western Bancorporation, Inc.	73/773,420	1/9/1989	1,566,341	11/14/1989

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
GREAT WESTERN SAVINGS (STYLIZED)	Idaho	036	Great Western Savings	N/A		8,379	6/5/1978
GREAT WESTERN'S FAST TRAK	Washington	036	Great Western Savings	N/A		16386	3/25/1986
GRIFFIN FINANCIAL SERVICES	United States	036	Griffin Financial Services	73/634,290	12/8/1986	1,641,511	4/16/1991
GRIFFIN FINANCIAL SERVICES & Design	United States	036	Griffin Financial Services	73/634,291	12/8/1986	1,520,100	1/10/1989
GRIFFIN FINANCIAL SERVICES AN AHMANSON COMPANY	California	036	Griffin Financial Services	N/A		29082	12/12/1986
GRIFFIN FINANCIAL SERVICES AN AHMANSON COMPANY & Design	California	036	Griffin Financial Services	N/A		29,081	12/12/1986
GRIFFIN INCOME BUILDER	United States	036	Griffin Financial Services	75/154,474	8/22/1996	2,106,830	10/21/1997
GRIFFIN INVESTLINE	United States	036	Griffin Financial Services	75/435,984	2/18/1998		
GRIFFIN PORTFOLIO BUILDER	United States	036	Griffin Financial Services	74/729,612	9/15/1995	2,175,942	7/28/1998
GW & Design	Colorado	036	Great Western Federal Savings Bank	N/A		T25,497	1/30/1984
GW & Design	Idaho	036	Great Western Savings	N/A		8,354	4/24/1978
GW (STYLIZED)	California	036	Great Western Financial Corporation	557	10/21/1969	557	10/21/1969
GW (STYLIZED)	United States	036	New American Capital, Inc.	72/339,721	10/3/1969	988,109	7/9/1974
GW (STYLIZED)	Washington	036	Great Western Financial Corporation	8,220	2/26/1973	8,220	2/26/1973
GW FINANCIAL SECURITIES CORPORATION	Arizona	036	Great Western Federal Savings Bank	N/A		83,499	10/18/1988
GW GREAT WESTERN	California	036	Great Western Financial Corporation	45,982	5/20/1996	45,982	5/20/1996
GW GREAT WESTERN	California	036	Great Western Savings	N/A		2,775	2/15/1974
GW GREAT WESTERN (Stylized)	United States	036	New American Capital, Inc.	73/013,530	2/15/1974	1,001,645	1/14/1975
GW GREAT WESTERN SAVINGS & DESIGN	Washington	036	Great Western Savings Bank	N/A		9238	9/5/1975
GW GREAT WESTERN SAVINGS BANK & Design	Washington	036	Great Western Savings Bank	N/A		9239	9/5/1975
GW INVESTOR'S CD	United States	036	New American Capital, Inc.	74/450,750	10/21/1993	1,909,453	8/1/1995
GWBANKPHONE	United States	036	New American Capital, Inc.	74/388,345	5/7/1993	1,863,930	11/22/1994
H.O.M.E.	United States	036	Washington Mutual, a Federal Savings Bank	74/027,237	2/8/1990	1,757,181	3/9/1993
H.O.M.E.	Washington	036	Washington Mutual, a Federal Savings Bank	N/A		021520	7/10/1992
HIGH SIERRA CHECKING	United States	036	Great Western	74/064,339	5/31/1990		
HIGH SIERRA INVESTMENT CHECKING	United States	036	Great Western	74/098,245	9/18/1990		
HIGH-POWERED CARD, THE	United States	036	Great Western Bank	74/071,340	6/21/1990	1,768,857	5/4/1993
HOME & Design	California	036	Home Savings of America, FSB	N/A		45,101	9/15/1995

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOME (Stylized Letters)	California	036	Home Savings of America, F.A.	N/A		19,489	4/18/1984
HOME AMERICA BANK	United States	036	Home Savings of America, FSB	75/305,468	6/9/1997		
HOME CONSUMER FINANCE OF AMERICA & Design	United States	036	Home Savings of America, FSB	75/048,816	1/26/1996	2,090,585	8/26/1997
HOME OF AMERICA	United States	036	Washington Mutual Bank, FA	75/305,858	6/9/1997		
HOME OF NEW IDEAS IN LENDING	United States	036	Washington Mutual Bank, FA	75/110,157	5/28/1996	2,120,524	12/9/1997
HOME OWNER'S MORTGAGE EXTRA	Washington	036	Washington Mutual, a Federal Savings Bank	N/A		20998	11/18/1991
HOME PROTECTION	United States	036	Providian Financial Corporation	74/309,885	9/1/1992	1,808,669	11/30/1993
HOME SAVINGS (Block Letters)	California	036	Home Savings of America, F.A.	N/A		19,159	3/20/1984
HOME SAVINGS (STYLIZED)	California	001	Home Savings of America, F.A.	N/A		44418	2/23/1995
HOME SAVINGS and Design	United States	036	Home Savings of America, F.A.	73/317,435	7/2/1981		
HOME SAVINGS AND LOAN ASSOCIATION & SHIELD DESIGN (Color)	United States	036	Home Savings of America, F.A.	73/284,639	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,636	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/315,882	6/22/1981		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,640	11/5/1980		
HOME SAVINGS AND LOAN ASSOCIATION and Design	United States	036	Home Savings of America, F.A.	73/284,637	11/5/1980		
HOME SAVINGS OF AMERICA	Florida	036	Home Savings of America, F.A.	N/A		927,712	9/13/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51050	3/10/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51052	3/10/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51845	8/24/1982
HOME SAVINGS OF AMERICA	Illinois	036	Home Savings of America, Federal Savings Bank	N/A		51051	3/10/1982
HOME SAVINGS OF AMERICA	Missouri	036	Home Savings of America, FSB	N/A		7265	4/7/1982
HOME SAVINGS OF AMERICA	Texas	036	Home Savings of America, FSB	40008	4/9/1982	40008	4/9/1982
HOME SAVINGS OF AMERICA	Texas	036	Home Savings of America, FSB	40007	4/9/1982	40007	4/9/1982
HOME SAVINGS OF AMERICA	United States	036	Home Savings of America, FSB	73/367,938	6/4/1982	1,629,417	12/25/1990
HOME SAVINGS OF AMERICA	Washington	036	Home Savings of America, Federal Savings Bank	N/A		22080	3/25/1993
HOME SAVINGS OF AMERICA - $18 BILLION STRONG & Design	California	036	Home Savings of America, F.A.	N/A		18291	12/12/1983

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOME SAVINGS OF AMERICA & Design	California	036	Home Savings of America, FSB	N/A		13050	12/29/1981
HOME SAVINGS OF AMERICA & Design	California	036	Home Savings of America, FSB	N/A		13049	12/29/1981
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,388	4/20/1982
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,389	4/20/1982
HOME SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America	N/A		926,390	4/20/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7219	3/10/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7264	4/5/1982
HOME SAVINGS OF AMERICA & Design	Missouri	036	Home Savings of America, FSB	N/A		S7218	3/10/1982
HOME SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/343,046	12/23/1981	1,640,754	4/9/1991
HOME SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/343,045	12/23/1981	1,623,998	11/20/1990
HOME SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, Federal Chartered Savings and Loan	N/A		22,212	5/21/1993
HOME SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, F.A.	N/A		22,211	5/21/1993
HOME SAVINGS OF AMERICA (Block Letters)	United States	036	Home Savings of America, FSB	73/343,044	12/23/1981	1,623,997	11/20/1990
HOME SAVINGS OF AMERICA (Slanted Design)	United States	036	Home Savings of America, FSB	73/453,516	11/18/1983	1,313,849	1/8/1985
HOME SAVINGS OF AMERICA (Stylized Letters)	California	036	Home Savings of America, FSB	N/A		13048	12/29/1981
HOME SAVINGS OF AMERICA DESIGN (Color)	United States	036	Home Savings of America, FSB	73/453,517	11/18/1983	1,323,660	3/5/1985
HOME SERVICING OF AMERICA	United States	036	Home Savings of America, FSB	74/611,036	12/15/1994	2,037,968	2/11/1997
HOMEPLUS	United States	035 036	Washington Mutual Bank	78/603,427	4/6/2005	3,345,249	11/27/2007
HOMESIDE	United States	036	Washington Mutual Bank, FA	75/072,177	3/13/1996	2,129,406	1/13/1998
HOMESIDE LENDING	United States	036	Washington Mutual Bank, FA	75/072,179	3/13/1996	2,126,157	12/30/1997
HOMESIDE LENDING, INC.	United States	036	Washington Mutual Bank, FA	75/072,178	3/13/1996	2,160,826	5/26/1998
HOMESIDE LENDING, INC. AND LOGO (solid forms)	United States	036	Washington Mutual Bank, FA	75/089,664	4/17/1996	2,122,295	12/16/1997
HOMESIDE LENDING, INC. AND LOGO (striped forms)	United States	036	Washington Mutual Bank, FA	75/089,667	4/17/1996	2,120,460	12/9/1997
HOMESIDE SOLUTIONS	United States	035	Washington Mutual Bank, FA	75/780,667	8/18/1999	2,468,391	7/10/2001

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
HOUSE & DOLLAR SIGN Design	United States	036	North American Mortgage Company	74/535,548	6/9/1994	1,918,323	9/12/1995
HOUSE (Design Only)	United States	036	PNC Mortgage Corp. of America	75/050,243	1/30/1996	2,017,976	11/19/1996
HOUSE WITH ARMS AND LEGS Design	United States	036	Home Savings of America, FSB	74/699,935	7/11/1995		
HOUSEMILES	United States	035	North American Mortgage Company	75/149,905	8/14/1996	2,111,428	11/4/1997
HOW TO PREPARE YOUR AHMANSON MORTGAGE RESIDENTALLOAN APPLICA	Tennessee	036	Home Savings of America, F.A.	N/A		N/A	5/15/1986
INDIAN RIDGE APARTMENTS Tradename	Arizona	035	Great Western Bank	N/A		79,350	3/15/1988
INDIVIDUALS MATTER	United States	035 036	Providian Financial Corporation	78/086,437	10/2/2001		
INSIDE CREDIT	United States	016	Providian Financial Corporation	75/038,945	12/15/1995	2,013,902	11/5/1996
INVESTMENT CHECKING	California	036	Coast Savings & Loan Association	N/A		14,487	8/11/1982
INVESTOR'S CHOICE	United States	036	Washington Mutual Bank	73/454,998	12/1/1983	1,627,550	12/11/1990
INVESTOR'S GUARANTEE	United States	036	Washington Mutual Bank	73/560,749	9/30/1985	1,428,707	2/10/1987
ITM	United States	036	Washington Mutual Bank, FA	75/893,233	1/7/2000		
IT'S ALL ABOUT THE MONEY.	United States	036	Washington Mutual Bank	78/289,273	8/19/2003	3,137,815	9/5/2006
LA MIRADA APARTMENTS	Arizona	035	Great Western Bank	N/A		79,765	4/1/1988
LENDEVER HOME LOANS	United States	036	North American Mortgage Company	75/774,674	8/13/1999	2,507,782	11/13/2001
LIFELINE	United States	036	Washington Mutual Savings Bank	73/382,194	8/27/1982	1,278,288	5/15/1984
LINKS	United States	036	PNC Mortgage Corp. of America	74/529,357	5/25/1994	2,242,906	5/4/1999
LOAN-BY-PHONE	Washington	035 038 042	Washington Mutual Bank	N/A		11548-R	8/7/1989
LOANING ZONE	California	036	Coast Savings & Loan Association	N/A		30631	10/23/1987
LOANMAKER & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S-21519	4/6/1982
LOGO - STRIPED/HORIZONTAL	United States	036	Washington Mutual Bank, FA	75/089,665	4/17/1996	2,124,304	12/23/1997
MAKING EVERY MINUTE COUNT	United States	036	PNC Mortgage Corp. of America	75/419,412	1/15/1998	2,293,487	11/16/1999
MARKET MASTER	United States	036	Washington Mutual Bank	73/789,188	3/27/1989	1,602,774	6/19/1990
MARKET PLUS CERTIFICATE & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S-22281	3/18/1983
MARKET PLUS CERTIFICATE & Design	Washington	102	Washington Mutual, a Federal Savings Bank	N/A		17661	11/23/1987
MARKET RATE INTEREST ACCOUNT	Oregon	136	Washington Mutual	N/A		S21632	4/21/1992
MARKET RATE INTEREST ACCOUNT	Washington	036	Washington Mutual Savings Bank	N/A		020596	6/3/1991

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
MATRIMONEY	United States	036	PNC Mortgage Corp. of America	75/281,309	4/24/1997	2,200,559	10/27/1998
MEMBERS' PREFERRED	United States	036	The Dime Savings Bank of New York, FSB	74/615,788	12/27/1994	1,946,712	1/9/1996
MEMBERS' PREFERRED FOR PROFESSIONALS	United States	036	The Dime Savings Bank of New York, FSB	74/615,790	12/27/1994	1,946,713	1/9/1996
MILEAGE BANKING	United States	036	Washington Mutual Bank, FA	75/073,150	3/15/1996	2,087,153	8/1/1997
MILEAGE CHECKING	United States	036	Washington Mutual Bank, FA	74/614,852	12/23/1994	1,986,321	7/9/1996
MONEY MARKET SAVINGS	California	036	American Savings Bank, F.A.	15715	2/1/1983	15715	2/1/1983
MONEY MATRIX	California	036	American Savings & Loan Association	32968	6/21/1988	32968	6/21/1988
MONEY MATTERS	Oregon	136	Washington Mutual Savings Bank	N/A		S-27971	3/16/1994
MONEY MATTERS	Washington	036	Washington Mutual Savings Bank	N/A		22897	3/11/1994
MONEYMAX	United States	036	Long Beach Mortgage Company	75/448,022	3/11/1998		
MORTGAGE MANAGER	United States	036	Home Savings of America, FSB	75/261,387	3/21/1997	2,185,525	9/1/1998
MY DIME	United States	036	Washington Mutual Bank, FA	78/067,154	6/4/2001		
MY SCORE & MORE	United States	036	Washington Mutual Bank	78/585,048	3/10/2005		
MY SCORE & MORE and Design	United States	036	Washington Mutual Bank	78/585,050	3/10/2005		
MYCREDITPROFILE	United States	036	Washington Mutual Bank	75/900,640	1/21/2000	2,661,195	12/17/2002
MYCREDITPROFILE and Design	United States	036	Washington Mutual Bank	75/900,810	1/21/2000	2,661,196	12/17/2002
MYTOOLKIT	United States	035	Providian Financial Corporation	75/955,268	3/7/2000		
NA (AND DESIGN)	Virginia	036	North American Mortgage Company	N/A	8/21/1992	3534	8/25/1992
NAMC	United States	042	Washington Mutual Bank, FA	75/064,617	2/28/1996	2,191,202	9/22/1998
NEIGHBORHOOD PARTNERSHIP PROGRAM, THE	California	036	American Savings Bank, F.A.	38175	3/5/1991	38175	3/5/1991
NEIGHBORHOODNOW	United States	036	PNC Mortgage Corp. of America	74/411,568	7/9/1993	1,886,713	3/28/1995
NETGUARD	United States	036	Providian National Bank	75/085,908	4/9/1996	2,279,636	9/21/1999
NO RED TAPE	United States	036	Coast Federal Bank, Federal Savings Bank	74/488,595	2/10/1994		
NORTH AMERICAN MORTGAGE COMPANY	United States	036	Washington Mutual Bank, FA	73/291,592	1/2/1981	1,241,419	6/7/1983
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	California	036	North American Mortgage Company	N/A		41062	10/26/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Colorado	036	Washington Mutual Bank, FA	1077445	8/6/1992	1077445	8/6/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Connecticut	036	Washington Mutual Bank, FA	N/A	10/8/1992	8713	10/8/1992
NORTH AMERICAN MORTGAGE COMPANY (AND DESIGN)	Florida	036	North American Mortgage Company	N/A	1/14/1992	13724	10/14/1992

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Arizona	016	North American Mortgage Company	31,051	8/14/1992	31051	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Delaware	036	Washington Mutual Bank, FA	N/A	8/17/1992	199267600	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Georgia (State)	036	Washington Mutual Bank, FA	N/A	8/19/1992	11981	8/19/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Idaho	036	North American Mortgage Company	N/A		13724	8/6/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Illinois	036	Washington Mutual Bank, FA	70954	8/11/1992	70954	8/11/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Indiana	036	Washington Mutual Bank, FA	N/A	9/2/1992	5010-1521	9/2/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Iowa	036	North American Mortgage Company	N/A	8/18/1992	C205566	8/18/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Louisiana	036	North American Mortgage Company	N/A	8/17/1992	501615	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Maine	036	Washington Mutual Bank, FA	N/A	8/17/1992	19930039M	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Maryland	036	Washington Mutual Bank, FA	N/A	8/24/1992	1992S2990	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Minnesota	036	Washington Mutual Bank, FA	N/A	8/24/1992	19681	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Missouri	036	North American Mortgage Company	12048	8/14/1992	12048	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Montana	036	North American Mortgage Company	T17076	8/14/1992	T017076	8/14/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Nevada	036	North American Mortgage Company	N/A	8/17/1992	25-491	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New Hampshire	036	Washington Mutual Bank, FA	86-45	8/17/1992	86-45	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New Jersey	036	Washington Mutual Bank, FA	N/A	8/26/1992	10613	8/26/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	New York	036	Washington Mutual Bank, FA	N/A	9/9/1992	S-18117	9/9/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Oklahoma	036	Washington Mutual Bank, FA	25143	8/17/1992	25143	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Pennsylvania	036	Washington Mutual Bank, FA	N/A	8/24/1992	N/A	8/24/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Rhode Island	036	Washington Mutual Bank, FA	920808	8/16/1992	19920808	8/16/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	South Dakota	036	Washington Mutual Bank, FA	N/A	8/17/1992	920,817	8/17/1992
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Tennessee	036	Washington Mutual Bank, FA	N/A	8/18/1992	N/A	8/18/1992
NORTH AMERICAN MORTGAGE	Texas	036	Washington Mutual Bank, FA	N/A	8/17/1992	52117	9/28/1992

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK COMPANY NA (AND DESIGN)	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
NORTH AMERICAN MORTGAGE COMPANY NA (AND DESIGN)	Utah	036	North American Mortgage Company	N/A	8/20/1992	2519311	8/20/1992
NORTH AMERICAN MORTGAGE COMPANY NA (STYLIZED)	Ohio	036	North American Mortgage Company	N/A	9/30/1992	SM67830	9/30/1992
NORTH AMERICAN MORTGAGE INSURANCE SERVICES	United States	036	Washington Mutual Bank, FA	75/079,408	3/27/1996	2,183,262	8/25/1998
NORTHERN DISCLOSURES	United States	016	North American Mortgage Company	75/537,943	8/17/1998	2,270,801	8/17/1999
ONE OF THE BIGGEST. MAYBE THE BEST.	United States	036	Washington Mutual Bank, FA	74/101,652	8/27/1990	1,675,315	2/11/1992
ONE-TO-ONE EDUCATION PROGRAM	Oregon	136	Washington Mutual Bank	N/A		S26231	5/27/1992
ONE-TO-ONE EDUCATION PROGRAM	United States	035 036	Washington Mutual Bank	74/274,465	5/11/1992	1,791,826	9/7/1993
ONE-TO-ONE EDUCATION PROGRAM	Washington	036	Washington Mutual Savings Bank	N/A		021347	5/12/1992
ONE-TO-ONE TUTORING PROGRAM	Oregon	136	Washington Mutual	N/A		S26232	5/27/1992
ONE-TO-ONE TUTORING PROGRAM	United States	035 036	Washington Mutual Bank	74/274,462	5/11/1992	1,790,624	8/31/1993
ONE-TO-ONE TUTORING PROGRAM	Washington	036	Washington Mutual Savings Bank	N/A		21348	5/12/1992
OPENING DOORS FOR AMERICA	United States	036	North American Mortgage Company	74/472,774	12/20/1993	1,918,313	9/12/1995
OPENLINE YOUR HOME EQUITY LINE OF CREDIT & Design	Oregon	036	Washington Mutual, a Federal Savings Bank	N/A		S21223	11/20/1981
OPENLINE YOUR HOME EQUITY LINE OF CREDIT & Design	Washington	102	Washington Mutual, a Federal Savings Bank	N/A		16831	11/7/1986
OWNER'S CHOICE	Oregon	136	Washington Mutual Savings Bank	N/A		S26477	9/15/1992
OWNER'S CHOICE	United States	036	Washington Mutual Savings Bank	74/174,904	6/7/1991		
OWNER'S CHOICE	Washington	036	Washington Mutual Savings Bank	N/A		21579	8/13/1992
P & Design	United States	036	Washington Mutual Bank	73/134,771	7/21/1977	1,093,986	6/20/1978
PACIFIC FIRST	California	102	Washington Mutual, a Federal Savings Bank	N/A		036506	4/2/1990
PACIFIC FIRST	United States	036	Washington Mutual Bank	73/548,775	7/18/1985	1,452,455	8/11/1987
PAY-BY-PHONE	California	036	Washington Mutual Bank				
PAY-BY-PHONE	Idaho		Washington Mutual Bank				
PAY-BY-PHONE	Montana	036	Washington Mutual Bank	N/A	4/24/1997	19408	4/24/1997
PAY-BY-PHONE	Oregon	136	Washington Mutual Savings Bank	N/A		S26111	4/17/1992
PAY-BY-PHONE	United States	036	Washington Mutual Bank	75/487,781	5/19/1998		
PAY-BY-PHONE	Utah	036	Washington Mutual Bank	N/A	5/5/1997	37133	5/5/1997

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		
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		

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
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

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design	New Hampshire	036	Home Savings of America FSB, Federal	N/A		91154	2/20/1996
SAVINGS OF AMERICA & Design	New Jersey	036	Home Savings of America, F.A.	N/A		6,438	2/20/1986
SAVINGS OF AMERICA & Design	New Mexico	036	Home Savings of America, FSB	N/A		TK86021304	2/13/1986
SAVINGS OF AMERICA & Design	New Mexico	036	Home Savings of America, FSB	N/A		TK86011403	2/13/1986
SAVINGS OF AMERICA & Design	New York	036	Home Savings of America, FSB	N/A		S-9291	3/6/1986
SAVINGS OF AMERICA & Design	North Carolina	036	Home Savings of America, F.A.	N/A		6,390	3/3/1986
SAVINGS OF AMERICA & Design	Ohio	036	Home Savings of America, F.A.	N/A		SM63393	3/10/1986
SAVINGS OF AMERICA & Design	Oklahoma	036	Home Savings of America, FSB	N/A		20,517	2/13/1986
SAVINGS OF AMERICA & Design	Oklahoma	036	Home Savings of America, FSB	N/A		27,824	2/29/1996
SAVINGS OF AMERICA & Design	Oregon	036	Home Savings of America Corporation	N/A		S20,679	2/28/1986
SAVINGS OF AMERICA & Design	Pennsylvania	036	Home Savings of America, F.A.	N/A		905459	2/14/1986
SAVINGS OF AMERICA & Design	Rhode Island	036	Home Savings of America, FSB	N/A		860,402	4/4/1986
SAVINGS OF AMERICA & Design	South Carolina	036	Home Savings of America, F.A.	N/A		86002783	2/19/1986
SAVINGS OF AMERICA & Design	Tennessee	036	Home Savings of America, FSB	N/A		N/A	3/6/1986
SAVINGS OF AMERICA & Design	Texas	036	Home Savings of America, FSB	N/A		45429	12/11/1984
SAVINGS OF AMERICA & Design	Texas	036	Home Savings of America, FSB	N/A		45421	12/11/1984
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	73/468,242	3/2/1984	1,345,026	6/25/1985
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	75/041,862	1/11/1996	2,077,028	7/8/1997
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, FSB	74/365,894	3/5/1993		
SAVINGS OF AMERICA & Design	United States	036	Home Savings of America, F.A.	73/468,214	3/2/1984	1,357,138	8/27/1985
SAVINGS OF AMERICA & Design	Utah	036	Home Savings of America, FSB	N/A		36,084	12/21/1995
SAVINGS OF AMERICA & Design	Utah	036	Home Savings of America, FSB	N/A		27862	1/27/1986
SAVINGS OF AMERICA & Design	Virginia	036	Home Savings of America, F.A.	N/A		N/A	4/1/1986
SAVINGS OF AMERICA & Design	Washington	036	Home Savings of America, FSB	N/A		16,363	3/12/1986
SAVINGS OF AMERICA & Design (w/color)	Arkansas	036	Home Savings of America, F.A.	N/A		2,386	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	California	036	Home Savings of America, FSB	N/A		25,909	2/21/1986
SAVINGS OF AMERICA & Design (w/color)	Idaho	036	Home Savings of America, FSB	N/A		10,626	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	Louisiana	036	Home Savings of America, F.A.	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/color)	New Mexico	036	Home Savings of America, FSB	N/A		TK86021303	2/13/1986

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A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA & Design (w/colors)	Colorado	036	Home Savings of America, F.A.	N/A		19851030942	6/9/1986
SAVINGS OF AMERICA & Design (w/colors)	Delaware	036	Home Savings of America, FSB	N/A		19860066949	6/5/1986
SAVINGS OF AMERICA & Design (w/colors)	Georgia (State)	036	Home Savings of America, F.A.	N/A		S6614	2/27/1986
SAVINGS OF AMERICA & Design (w/colors)	Indiana	036	Home Savings of America, F.A.	N/A		50097169	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Iowa	036	Home Savings of America, FSB	N/A		6,871	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Kansas	036	Home Savings of America, FSB	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Kentucky	036	Home Savings of America, FSB	N/A		6624	2/14/1986
SAVINGS OF AMERICA & Design (w/colors)	Maryland	036	Home Savings of America, FSB	N/A		19861679	4/21/1986
SAVINGS OF AMERICA & Design (w/colors)	Massachusetts	036	Home Savings of America, F.A.	N/A		38,544	6/11/1986
SAVINGS OF AMERICA & Design (w/colors)	Minnesota	036	Home Savings of America, F.A.	N/A		11083	5/12/1986
SAVINGS OF AMERICA & Design (w/colors)	Mississippi	036	Home Savings of America, FSB	N/A		N/A	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Nevada	036	Home Savings of America, FSB	N/A		2074	3/4/1986
SAVINGS OF AMERICA & Design (w/colors)	New Hampshire	036	Home Savings of America, FSB	N/A		91155	2/20/1996
SAVINGS OF AMERICA & Design (w/colors)	New Jersey	036	Home Savings of America, F.A.	N/A		6,437	2/20/1986
SAVINGS OF AMERICA & Design (w/colors)	New York	036	Home Savings of America, FSB	N/A		S9277	2/25/1986
SAVINGS OF AMERICA & Design (w/colors)	North Carolina	036	Home Savings of America, FSB	N/A		6,370	2/18/1986
SAVINGS OF AMERICA & Design (w/colors)	Ohio	036	Home Savings of America, F.A.	N/A		SM63392	3/10/1986
SAVINGS OF AMERICA & Design (w/colors)	Oklahoma	036	Home Savings of America, FSB	N/A		20,516	2/13/1986
SAVINGS OF AMERICA & Design (w/colors)	Oregon	036	Home Savings of America Corporation	N/A		S20,678	2/28/1986
SAVINGS OF AMERICA & Design (w/colors)	Pennsylvania	036	Home Savings of America, F.A.	N/A		905458	2/14/1986
SAVINGS OF AMERICA & Design (w/colors)	Rhode Island	036	Home Savings of America, F.A.	N/A		860,401	4/4/1986
SAVINGS OF AMERICA & Design (w/colors)	South Carolina	036	Home Savings of America, F.A.	N/A		86002782	2/19/1986
SAVINGS OF AMERICA & Design	Tennessee	036	Home Savings of America, FSB	N/A		N/A	3/6/1986

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

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAVINGS OF AMERICA (Block Letters)	Montana	036	Home Savings of America, FSB	N/A		T014549	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Nevada	036	Home Savings of America, FSB	N/A		19988	1/14/1986
SAVINGS OF AMERICA (Block Letters)	New Hampshire	036	Home Savings of America, F.A.	N/A		73106	2/13/1986
SAVINGS OF AMERICA (Block Letters)	New Hampshire	036	Home Savings of America, F.A.	N/A		7339	1/14/1986
SAVINGS OF AMERICA (Block Letters)	New Jersey	036	Home Savings of America, F.A.	N/A		6,397	1/30/1986
SAVINGS OF AMERICA (Block Letters)	New York	036	Home Savings of America, FSB	N/A		S8436	11/26/1984
SAVINGS OF AMERICA (Block Letters)	North Carolina	036	Home Savings of America, FSB	N/A		6354	2/10/1986
SAVINGS OF AMERICA (Block Letters)	Ohio	036	Home Savings of America, F.A.	N/A		SM63305	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Oklahoma	036	Home Savings of America	N/A		19,676	11/13/1984
SAVINGS OF AMERICA (Block Letters)	Oregon	036	Home Savings of America Corporation	N/A		S20,658	2/21/1986
SAVINGS OF AMERICA (Block Letters)	Rhode Island	036	Home Savings of America, FSB	N/A		860203	2/5/1986
SAVINGS OF AMERICA (Block Letters)	South Carolina	036	Home Savings of America, F.A.	N/A		86001341	1/21/1986
SAVINGS OF AMERICA (Block Letters)	South Dakota	036	Home Savings of America, FSB	N/A		N/A	1/17/1986
SAVINGS OF AMERICA (Block Letters)	United States	036	Home Savings of America, FSB	73/468,243	3/2/1984	1,345,027	6/25/1985
SAVINGS OF AMERICA (Block Letters)	Utah	036	Home Savings of America, F.A.	N/A		27,786	1/13/1985
SAVINGS OF AMERICA (Block Letters)	Virginia	036	Home Savings of America, FSB	N/A		N/A	1/29/1986
SAVINGS OF AMERICA (Block Letters)	Washington	036	Home Savings of America, FSB	N/A		16,237	1/13/1986
SAVINGS OF AMERICA (Block Letters)	Wisconsin	036	Home Savings of America, F.A.	N/A		N/A	1/15/1986
SAVINGS OF AMERICA (Stylized Letters)	California	036	Home Savings of America, Federal Savings Association	N/A		20,858	9/4/1984
SAVINGS OF AMERICA (Stylized Letters)	Florida	036	Home Savings of America, FSB	N/A		T03359	11/19/1984
SAVINGS OF AMERICA Design	United States	036	Home Savings of America, FSB	73/468,244	3/2/1984	1,343,247	6/18/1985
SAVINGS OF AMERICA ESTABLISHED 1889 & Design	Georgia (State)	036	Home Savings of America, FSB	N/A		S6527	1/16/1986
SAVINGS OF AMERICA ESTABLISHED 1889 & Design	Texas	036	Home Savings of America, FSB	N/A		45,430	12/11/1984

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
SAY SO / LET US KNOW WHAT YOU THINK!	New Hampshire	036	Home Savings of America, F.A.	N/A		73107	2/18/1986
SCHOOL SAVINGS	United States	036	Washington Mutual Bank	74/327,202	11/2/1992	1,850,029	8/16/1994
SELECT EQUITY and Design	United States	036	Providian Financial Corporation	74/146,933	3/11/1991	1,722,401	10/6/1992
SELECT FUNDS and Design	United States	036	Providian Financial Corporation	74/217,785	11/1/1991	1,718,724	9/22/1992
SELECT TRAVEL	United States	039	New American Capital, Inc.	74/688,840	6/15/1995	1,964,324	3/26/1996
SHIELD Design	California	036	Home Savings of America, F.A.	N/A		19,043	3/5/1984
SHIELD Design	California	036	Home Savings of America, FSB	N/A		18,214	12/2/1983
SHIELD Design	California	036	Home Savings of America, FSB	N/A		18,215	12/2/1983
SHIELD Design	Texas	036	Home Savings of America, FSB	N/A		39,987	4/6/1982
SIERRA ADVANTAGE	United States	036	New American Capital, Inc.	74/423,176	8/11/1993	1,885,253	3/21/1995
SIERRA TRUST FUNDS	United States	036	New American Capital, Inc.	74/451,411	10/21/1993	1,896,462	5/30/1995
SIERRA WESTERN MORTGAGE	United States	036	New American Capital, Inc.	74/494,141	2/24/1994	2,003,404	9/24/1996
SIERRA WESTERN MORTGAGE CO. & Design	Ohio		Great Western Mortgage Corporation	N/A		RN190439	8/4/1994
SIERRA WESTERN MORTGAGE COMPANY	Alabama	036	Great Western Mortgage Corporation	N/A		106806	8/23/1996
SIERRA WESTERN MORTGAGE COMPANY	Wisconsin	036	Great Western Mortgage Corporation	N/A		N/A	12/21/1994
SIERRA WESTERN MORTGAGE COMPANY & DESIGN	United States	036	New American Capital, Inc.	74/506,300	3/28/1994	1,960,904	3/5/1996
SILVER CIRCLE	California	036	Home Savings and Loan Association	N/A		1505	12/23/1971
SILVER CIRCLE	United States	036	Home Savings of America, FSB	72/409,800	12/9/1971	954,220	2/27/1973
SMART CHOICE	Oregon	136	Washington Mutual Savings Bank	N/A		S27560	10/27/1993
SMART CHOICE	United States	036	Washington Mutual Savings Bank	74/332,402	11/18/1992		
SMART CHOICE	Washington	036	Washington Mutual Savings Bank	N/A	10/27/1993	22578	10/27/1993
SMARTSELLER	United States	036	PNC Mortgage Corp. of America	75/202,428	11/22/1996	2,175,645	7/21/1998
SOLID GOLD	United States	036	PNC Mortgage Corp. of America	74/182,737	7/5/1991	1,741,671	12/22/1992
SPECTRA	United States	036 038	PNC Mortgage Corp. of America	74/350,370	1/19/1993		
SPLITSECOND	United States	036	PNC Mortgage Corp. of America	75/230,465	1/24/1997	2,179,499	8/4/1998
STARTING BLOCKS	United States	036	PNC Mortgage Corp. of America	75/030,403	11/28/1995	2,012,031	10/29/1996
STRESSLESS CARD	United States	036	Washington Mutual Bank	78/548,202	1/14/2005		
STRUCTURES	United States	036	PNC Mortgage Corp. of America	75/509,637	6/29/1998	2,414,996	12/26/2000
TELESERVICES & Design	Washington	042	Washington Mutual Savings Bank	N/A		19148	8/7/1989

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
THANK YOU, BANK U	United States	036	Bank United Corp.	75/176,406	10/3/1996	2,212,145	12/22/1998
THE BOWERY MONEY CARD	United States	036	Home Savings of America, F.A.	73/116,246	2/17/1977	1,130,552	2/5/1980
THE BOWERY MORTGAGE COMPANY	New Jersey	036	Home Savings of America, F.A.	N/A		SM8553	3/21/1989
THE BOWERY MORTGAGE COMPANY	United States	036	Home Savings of America, F.A.	73/778,607	2/3/1989	1,617,904	10/16/1990
THE BOWERY MORTGAGE COMPANY (Block Letters)	New York	036	Home Savings of America, F.A.	N/A		S11204	2/13/1989
THE BOWERY MORTGAGE COMPANY (Stylized	Connecticut	036	Home Savings of America, F.A.	N/A		7487	4/6/1989
THE BOWERY MORTGAGE COMPANY (Stylized	Connecticut	036	Home Savings of America, F.A.	N/A		7572	5/31/1989
THE BOWERY MORTGAGE COMPANY (Stylized	New Jersey	036	Home Savings of America, F.A.	N/A		SM8554	3/21/1989
THE BOWERY MORTGAGE COMPANY (Stylized	New York	036	Home Savings of America, F.A.	N/A		S11207	2/13/1999
THE BOWERY MORTGAGE COMPANY (Stylized	United States	036	Home Savings of America, F.A.	73/778,502	2/3/1989	1,617,024	10/9/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	New Jersey	036	Home Savings of America, F.A.	N/A		SM8555	3/21/1989
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	New York	036	Home Savings of America, F.A.	N/A		S11208	2/13/1989
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, FSB	73/778,605	2/3/1989	1,617,903	10/16/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, F.A.	73/778,507	2/3/1989	1,617,902	10/16/1990
THE BOWERY MORTGAGE COMPANY AN AFFILIATE OF SAVINGS OF AMERI	United States	036	Home Savings of America, F.A.	73/797,862	5/5/1989	1,621,582	11/6/1990
THE BOWERY MORTGAGE COMPANY and Design	Connecticut	036	Home Savings of America, F.A.	N/A		7569	5/31/1989
THE BOWERY MORTGAGE COMPANY and Design	New Jersey	036	Home Savings of America, F.A.	N/A		TM8552	3/21/1989
THE BOWERY MORTGAGE COMPANY and Design	New Jersey	036	Home Savings of America, F.A.	N/A		TM8556	3/21/1989
THE BOWERY MORTGAGE COMPANY and Design	New York	036	Home Savings of America, F.A.	N/A		S11205	2/13/1989
THE BOWERY MORTGAGE COMPANY and Design	New York	036	Home Savings of America, F.A.	N/A		S11206	2/13/1989
THE BOWERY MORTGAGE COMPANY and Design	United States	036	Home Savings of America, F.A.	73/778,504	2/3/1989	1,617,901	10/16/1990
THE CARD THAT MEANS BUSINESS	United States	036	Washington Mutual Bank	78/625,735	5/9/2005	3,386,319	2/19/2008

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
THE CARD THAT MEANS BUSINESS	United States	035 036	Providian Financial Corporation	78/033,547	11/2/2000		
THE CHOICE OF SMART INVESTORS	United States	036	Great Western Savings	73/608,058	7/7/1986	1,573,785	12/26/1989
THE GRIFFIN FUNDS and Design	United States	036	Griffin Financial Services	74/422,870	8/9/1993	1,901,313	6/20/1995
THE INSIDERS CLUB	United States	036	Coast Federal Bank, Federal Savings Bank	72/344,818	11/28/1969	921,323	9/28/1971
THE MOMENT OF TRUTH	United States	036	Anchor Savings Bank FSB	74/189,587	7/29/1991	1,861,449	11/1/1994
THE MORTGAGE CARD	United States	036	BancBoston Mortgage Corporation	75/030,999	12/11/1995	2,074,639	6/24/1997
THE NATION'S MORTGAGE LENDER & Design	Illinois	036	Home Savings of America, F.A.	N/A		68,916	7/18/1991
THE NATION'S MORTGAGE LENDER HOME SAVINGS OF AMERICA ESTABLI	United States	036	Home Savings of America, FSB	74/187,338	7/22/1991	1,755,678	3/2/1993
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	California	036	Home Savings of America, F.A.	N/A		39643	12/10/1991
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	Florida	036	Home Savings of America, F.A.	N/A		T15408	1/2/1992
THE NATION'S MORTGAGE LENDER SAVINGS OF AMERICA & Design	New York	036	Home Savings of America, F.A.	N/A		S12759	9/26/1991
THE ONLY BANK THAT'S MORE THAN A BANK	United States	036	Washington Mutual Bank	73/400,146	10/18/1982	1,261,149	12/13/1983
THEBOWERY (Stylized)	United States	036	Home Savings of America, FSB	73/560,233	9/26/1985	1,438,685	5/5/1987
THERE'S NO PLACE LIKE HOME	United States	036	Home Savings of America, FSB	75/233,744	1/30/1997		
TIMCOR EXCHANGE CORPORATION 1031 and Design	United States	036	Washington Mutual Bank	76/610,942	9/3/2004	3,039,432	1/10/2006
TOP SPEED AUTO LOANS	United States	036	Great Western Savings	73/630,225	11/14/1986	1,446,793	7/7/1987
TREASURY BILL PLUS (STYLIZED)	California	036	Great Western Federal Savings Bank	N/A		7771	3/13/1979
TRIPLE PLAY	United States	036	PNC Mortgage Corp. of America	74/516,811	4/25/1994	1,949,600	1/16/1996
VIRTUAL BANKING	United States	036	Home Savings of America, FSB	74/645,274	3/13/1995		
VIRTUAL CHECKING	United States	036	Home Savings of America, FSB	74/645,273	3/13/1995		
VIRTUALLY TIMELESS VIRTUALLY PAPERLESS	United States	036	FleetBoston Financial Corporation	75/868,584	12/9/1999	2,514,074	12/4/2001
WAMUMORTGAGE	United States	036	Washington Mutual Bank	75/734,003	6/22/1999		
WASHINGTON MUTUAL	United States	036	Washington Mutual Bank	73/295,010	1/30/1981	1,214,303	10/26/1982
WASHINGTON MUTUAL BUSINESS BANKING Tradename	Washington		Washington Mutual Business Bank				
WASHINGTON MUTUAL BUSINESS BANKING Tradename	Washington		Washington Mutual Bank				
WASHINGTON MUTUAL CAN	United States	035	Washington Mutual Bank	74/719,925	8/24/1995	2,039,916	2/25/1997

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
WASHINGTON MUTUAL CAN	United States	036	Washington Mutual Bank	74/719,917	8/24/1995	2,041,692	3/4/1997
WASHINGTON MUTUAL CAN	United States	041	Washington Mutual Bank	74/719,915	8/24/1995	2,039,915	2/25/1997
WASHINGTON MUTUAL CAN	United States	042	Washington Mutual Bank	74/720,666	8/24/1995	2,039,925	2/25/1997
WASHINGTON MUTUAL CASH CARD	Oregon	136	Washington Mutual Savings Bank	N/A	11/29/1993	S27680	11/29/1993
WASHINGTON MUTUAL CASH CARD	Oregon	116	Washington Mutual Savings Bank	S27678	11/29/1993	S27678	11/29/1993
WASHINGTON MUTUAL CASH CARD	Washington	036	Washington Mutual Savings Bank	22626	11/24/1993	22626	11/24/1993
WASHINGTON MUTUAL CASH CARD	Washington	016	Washington Mutual Savings Bank	N/A	11/24/1993	22627	11/24/1993
WAVE DESIGN	United States	036	Washington Mutual, a Federal Savings Bank	72/422,648	4/27/1972	981,403	3/26/1974
WE'LL ALWAYS BE THERE	United States	036	New American Capital, Inc.	74/319,598	9/30/1992	1,809,558	12/7/1993
WE'RE WITH YOU	United States	036	The Dime Savings Bank of New York, FSB	75/076,921	3/22/1996	2,088,868	8/19/1997
WESTERN BANK & EAGLE DESIGN	Oregon		Washington Mutual Bank	N/A	7/1/1994	S28127	7/1/1994
WHEAT LOGO	United States	036	Washington Mutual Bank	73/298,405	2/23/1981	1,197,378	6/8/1982
WITH YOU ALL THE WAY	United States	036	The Dime Savings Bank of New York, FSB	75/076,920	3/22/1996	2,032,344	1/21/1997
WM BUSINESS BANK Fictitious Business Name	California		Washington Mutual Bank				
WM BUSINESS BANK Tradename	Washington		Washington Mutual Bank	N/A	4/5/1999	601576388	4/5/1999
WOMAN WITH TORCH and WHEAT Design (Stylized)	United States	036	Providian Financial Corporation	74/496,587	3/3/1994	1,924,798	10/3/1995
WORKING TOGETHER WORKS	United States	036	Washington Mutual Bank, FA	74/270,764	4/30/1992	1,849,571	8/9/1994
XCEEDLOAN	United States	009 035	Washington Mutual Bank, FA	76/138,635	10/2/2000	2,589,709	7/2/2002
YOU BELONG AT THE DIME. (Stylized)	United States	036	The Dime Savings Bank of New York, FSB	75/672,447	4/1/1999		
YOU'RE WORTH MORE AT THE DIME	United States	036	The Dime Savings Bank of New York, FSB	78/021,282	8/15/2000		
AMERICA BEAUTIFUL PROSPEROUS Chinese Characters	Taiwan	003	Home Savings of America FSB	79 8782	3/2/1990	52677	9/1/1991
ARIA	Argentina	038	Providian Financial Corporation	2.263.527	1/21/2000	1.832.920	6/7/2001
ARIA	Argentina	036	Providian Financial Corporation	2.263.526	1/21/2000	1.832.918	6/7/2001
ARIA	Argentina	042	Providian Financial Corporation	2.263.528	1/21/2000	1.832.924	6/7/2001
ARIA	Community	036	Providian Financial Corporation	001333061	9/28/1999	001333061	8/28/2001
ARIA	United Kingdom	036	Providian Financial Corporation	2209921	9/28/1999	2209921	12/8/2000
CREDITPOINT	Australia	036	Homeside Lending, Inc.	829974	3/31/2000	829974	9/29/2000

Mark	Country	Class	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date
A GREAT PLACE TO BANK	United States	036	Coast Federal Bank, FSB	74/276,984	5/19/1992		
CREDITPOINT	United Kingdom	036	Homeside Lending, Inc.	2228054	4/3/2000	2228054	10/19/2001
FIRST SELECT	Argentina	036	Providian Financial Corporation	2.263.524	1/21/2000	1.885.622	9/17/2002
FRIEND OF THE FAMILY, THE	Canada	000	Washington Mutual Bank	894,957	10/30/1998	TMA589,641	9/12/2003
PLATINUM ADVANTAGE CLUB	Community	035 036 042	Providian Financial Corporation	001031897	12/12/1998	001031897	5/11/2000
PROVIDIAN	Argentina	038	Providian Financial Corporation	2.296.110	7/10/2000	1.859.299	8/1/2002
PROVIDIAN	Argentina	035	Providian Financial Corporation	2.296.108	7/10/2000	1.859.297	8/1/2002
PROVIDIAN	Argentina	036	Providian Financial Corporation	2.296.109	7/10/2000	1.859.298	1/24/2002
PROVIDIAN	Argentina	042	Providian Financial Corporation	2.296.111	7/10/2000	1.859.300	8/1/2002
PROVIDIAN	Australia	035 036	New American Capital Inc.	867842	3/1/2001	867842	1/24/2002
PROVIDIAN	Brazil	036	New American Capital Inc.	824.097.963	10/5/2001		
PROVIDIAN	Brazil	035 036	New American Capital Inc.	824.097.971	10/5/2001		
PROVIDIAN	Canada	000	New American Capital Inc.	742734	12/3/1993		
PROVIDIAN	Chile	035 036	Providian Financial Corporation	519.967	1/16/2002	617.348	1/16/2002
PROVIDIAN	China P.R.	036	Providian Financial Corporation	2001027584	3/1/2001	1950816	10/7/2002
PROVIDIAN	China P.R.	036	Providian Financial Corporation	2001027585	3/1/2001	1955294	8/28/2002
PROVIDIAN	Community	009 016 035 036 042	New American Capital Inc.	000957423	10/8/1998	000957423	3/22/2002
PROVIDIAN	India	016	Providian Financial Corporation	1001526	4/4/2001	1001526	4/4/2001
PROVIDIAN	India	009	Providian Financial Corporation	1001525	4/4/2001	1001525	1/6/2005
PROVIDIAN	Japan	035 036	Providian Financial Corporation	2001-22630	1/17/2003	4636717	3/13/2001
PROVIDIAN	Mexico	035	Providian Financial Corporation	187138	1/4/1994	461922	5/27/1994
PROVIDIAN	South Africa	035	Providian Financial Corporation	2001/12037	7/11/2001	2001/12037	7/11/2001
PROVIDIAN	South Africa	036	Providian Financial Corporation	2001/12038	7/11/2001	2001/12038	7/11/2001
PROVIDIAN	South Korea	035 036	Providian Financial Corporation	3267/2001	3/2/2001		
PROVIDIAN	United Kingdom	009 016 035 036 042	New American Capital Inc.	2179207	10/8/1998	2179207	2/13/2002
PROVIDIAN	Uruguay	035 036	Providian Financial Corporation	329.878	3/5/2001	329.878	7/26/2001

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	1986-05-29 1986-12-08	TX0001922255 TX0002027885	1986-09-30 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
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buysmartsavings.org
wamuinc.net

EXHIBIT "*Z*"

LOANS SERVICED BY JPMORGAN

Loan Number	Loan Type
0005560719	SFR
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7007654317	SFR
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7007755536	SFR
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7008464708	SFR

Loan Number	Loan Type
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7008516770	SFR
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7009662938	SFR
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7009674909	SFR

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7009722252	SFR
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7010618101	SFR
7011118184	SFR
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7013158717	SFR
7014502483	SFR
7015378677	SFR
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429400122471	Consumer
429400222256	Consumer
429400636192	Consumer
429400759879	Consumer
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429400888514	Consumer
429400905234	Consumer
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429401620999	Consumer
429420087653	Consumer
429420985652	Consumer
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700528100	Comercial
700530510	Comercial
700530899	Comercial
700549796	Comercial
700549797	Comercial
700552056	Comercial

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 WMB or any of WMB's subsidiaries for the purpose of providing mortgage origination services directly related to the origination of mortgage loans, except (1) any Person in their capacity as a WMB employee, (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 ENTITITES

1. H.F. Ahmanson and Company, and its subsidiaries as of October 1, 2008, for all tax years ending on or prior to Ocober 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**

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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**

Plan Name:	**ASB – SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2194	**Andrew Shiozaki**	**$150,500.00**
1366	**Arthur Porter**	**$1,116,000.00**
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**
2459	**Donald Royer**	**U**
688	**Doris Stern**	**U**
2029	**Faris Weber**	**U**
101	**Fred Schweer**	**$270,240.21**
2641	**Gloria Gowens**	**$142,632.00**
1457	**James Izu**	**$357,199.20**
1851	**James Parese**	**$4,251.00**
2642	**Jimmy Holland**	**$442,646.00**
1067	**John Freed**	**U**
327	**John Nunn**	**U**
2066	**John R. Donohue**	**$1,420,320.00**
2650	**Johnette Dowden Holland**	**$221,323.00**
2071	**Karen Christensen**	**$648,000.00**
2392	**Mario Antoci**	**$4,888,980.00**
1081	**Mary Light**	**U**
2643	**Mary Locatelli**	**U**
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**
2176	**Thomas Borer**	**$68,854.00**
3731	**Verne Griscom**	**$38,075.32**
2518	**W Brent Robinson**	**$570,533.00**

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**
190, 191	**Walter Holly**	**$1,300,000.00**
728	**Willard Huyck**	**U**

Plan Name:	**Coast Federal Bank - SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
127	**Gilbert Farley**	**$1,553,508.30**
177	**Donald Konrad**	**$303,000.00**

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**

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**

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**	**U**	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

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**	**U**
2162	**Shirley B Bresler**	**U**
2717	**Stephen M Lane**	**U**
2501	**William M Neuner**	**U**

2511	**William S Burns**	**U**

Plan Name:	**Dime - Vol. DCP Dir BTA**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3062	**Eugene G. Schulz Jr.**	**U**

Plan Name:	**Great Western - DC Make-Up**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
835	**Aldo Lombardi**	**$115,733.88**
910	**Alice Schenk**	**$202,851.00**
833; 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**	**$449.64**
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**

3520	**William Wright**	**U**

Plan Name:	**Great Western - DCP Roll-in**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
818	**Joe Jackson**	**$35,193.91**

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**	**$96,969.58**
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**

Plan Name:	**Great Western - DCP - S&C**	
Proof of Claim #	Claimant	Filed Claim Amount (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**	**$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**

Plan Name:	**Great Western - DCP - SO**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
910	**Alice Schenk**	**$236,610.93**
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**	**$110,000.00**
448	**Gloria Crane**	**$9,638.98**
381	**James Montgomery**	**U**
1112	**Jane Wood**	**$60,680.60**
818	**Joe Jackson**	**$675,775.85**
456	**John Maher**	**U**
1137	**Michael Clawson**	**$46,651.37**
3216	**Patricia Benninger**	**$37,949.90**
472	**R. Altman**	**$429,155.14**

Plan Name:	**Great Western - Dir DCP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
381	**James Montgomery**	**U**
421	**John Giovenco**	**$11,514.50**

Plan Name:	**Great Western - Director Retirement**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2590	**Don Combs**	**$125,298.00**
470	**H. Frederick Christie**	**$11,650.00**
378	**James F. Montgomery**	**U**
459	**Janice Gryp**	**$11,650.00**
1129	**John Beane**	**$218,830.00**
447	**John D. Alexander**	**U**
456	**John F. Maher**	**$2,912.50**
421	**John V. Giovenco**	**$58,250.00**
2983	**Margaret North**	**$63,000.00**
970	**Mary Davis**	**$591,250.00**
450	**Willis Wood**	**$2,912.50**

Plan Name:	**Great Western - ESIP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
482	**J. L. Erikson**	**U**
378	**James F. Montgomery**	**U**
818	**Joe M. Jackson**	**$4,682.13**
1605	**Ursula(Michael) Pappas**	**$48,716.00**

Plan Name:	**Great Western - GMS**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2944	**Harold Johnson**	**U**
2948	**Gerald Pittenger**	**U**

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**

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**

Plan Name:	**Great Western - SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
835	**Aldo T. Lombardi**	**$112,092.12**
460	**Carl F. Geuther**	**$27,557.49**
455, 2915	**Clifford A. Miller**	**$13,967.43**
469	**Curtis J. Crivelli**	**U**
457, 2741, 2771	**Deborah Lascala**	**U**
458	**Edward R. Hoffman**	**U**
448	**Gloria Crane**	**$7,420.00**
482	**J. L. Erikson**	**U**
378	**James F. Montgomery**	**U**
459	**Janice Gryp**	**$8,611.74**
451	**Jaynie Studenmund**	**$11,062.83**
828	**Joe M. Jackson**	**U**
456	**John F. Maher**	**U**
817	**Lamberta R (B) Jackson**	**U**
1118	**Ray Sims**	**U**
1605	**Ursula Pappas**	**$401,284.00**
898	**William Lemmon**	**U**
453	**William Schenck**	**$23,355.00**

Plan Name:	**Providian - DCP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2237	**Daniel Sanford**	**$189,145.50**
3080	**Ellen Richey**	**U**
790	**Ron Claveloux**	**$1,812,415.36**
2211	**Tom Clancy**	**$102,596.99**

Plan Name:	**Providian - Individual Contract (Montanari)**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2695	**Julie Montanari**	**$808,678.39**

Plan Name: **Dime - KELP**

ASB - ELIP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
2453	**Abraham S Ossip**	**U**	Dime - KELP
3000	**Andrew Hickey**	**U**	Dime - KELP
3017	**Anthony R Burriesci**	**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
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
2437	**Gene C Brooks**	**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
2168	**James Jr Large**	**U**	Dime - KELP
2221	**Jenne Britell**	**U**	Dime - KELP
2218	**Jenne Britell Irrevocable Deed of Trust**	**U**	Dime - KELP
2217	**John B Pettit Jr**	**U**	Dime - KELP
1731	**JOHN H 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
3097	**Judson and Paula Croom**	**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
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
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
3214	**Roger Williams**	**$480,000.00**	Dime - KELP
3037	**Stark, Dennis (Dennis E Stark Fund at the Rhode Island Community Foundation)**	**U**	Dime - KELP
1817	**Thomas VanArsdale**	**U**	Dime - KELP
2523	**Thomas J Ducca**	**U**	Dime - KELP
3186	**Toal Descendants Insurance Trust c o J Andrew Rahl Jr**	**U**	Dime - KELP
3188	**William Phillips c o J Andrew Rahl Jr**	**U**	Dime - KELP
2161	**William III Candee**	**U**	Dime - KELP
2160	**William J Candee IV Trustee**	**U**	Dime - KELP
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

Plan Name:	**CCBI - Indivdual Contracts**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2684	**James Daley**	**$827,377.00**

Plan Name:	**Miscellaneous Individual Contracts**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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**

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)
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**

Plan Name:	**ASB – SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2194	**Andrew Shiozaki**	**$150,500.00**
1366	**Arthur Porter**	**$1,116,000.00**
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**
2459	**Donald Royer**	**U**
688	**Doris Stern**	**U**
2029	**Faris Weber**	**U**
101	**Fred Schweer**	**$270,240.21**
2641	**Gloria Gowens**	**$142,632.00**
1457	**James Izu**	**$357,199.20**
1851	**James Parese**	**$4,251.00**
2642	**Jimmy Holland**	**$442,646.00**
1067	**John Freed**	**U**
327	**John Nunn**	**U**
2066	**John R. Donohue**	**$1,420,320.00**
2650	**Johnette Dowden Holland**	**$221,323.00**
2071	**Karen Christensen**	**$648,000.00**
2392	**Mario Antoci**	**$4,888,980.00**
1081	**Mary Light**	**U**
2643	**Mary Locatelli**	**U**
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**
2176	**Thomas Borer**	**$68,854.00**
3731	**Verne Griscom**	**$38,075.32**
2518	**W Brent Robinson**	**$570,533.00**

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**
190, 191	**Walter Holly**	**$1,300,000.00**
728	**Willard Huyck**	**U**

Plan Name:	**Coast Federal Bank - SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
127	**Gilbert Farley**	**$1,553,508.30**
177	**Donald Konrad**	**$303,000.00**

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**

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**

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**	**U**	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

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**	**U**
2162	**Shirley B Bresler**	**U**
2717	**Stephen M Lane**	**U**
2501	**William M Neuner**	**U**

2511	**William S Burns**	**U**

Plan Name:	**Dime - Vol. DCP Dir BTA**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
3062	**Eugene G. Schulz Jr.**	**U**

Plan Name:	**Great Western - DC Make-Up**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
835	**Aldo Lombardi**	**$115,733.88**
910	**Alice Schenk**	**$202,851.00**
833; 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**	**$449.64**
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**

3520	**William Wright**	**U**

Plan Name:	**Great Western - DCP Roll-in**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
818	**Joe Jackson**	**$35,193.91**

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**	**$96,969.58**
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**

Plan Name:	**Great Western - DCP - S&C**	
Proof of Claim #	Claimant	Filed Claim Amount (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**	**$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**

Plan Name:	**Great Western - DCP - SO**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
910	**Alice Schenk**	**$236,610.93**
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**	**$110,000.00**
448	**Gloria Crane**	**$9,638.98**
381	**James Montgomery**	**U**
1112	**Jane Wood**	**$60,680.60**
818	**Joe Jackson**	**$675,775.85**
456	**John Maher**	**U**
1137	**Michael Clawson**	**$46,651.37**
3216	**Patricia Benninger**	**$37,949.90**
472	**R. Altman**	**$429,155.14**

Plan Name:	**Great Western - Dir DCP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
381	**James Montgomery**	**U**
421	**John Giovenco**	**$11,514.50**

Plan Name:	**Great Western - Director Retirement**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2590	**Don Combs**	**$125,298.00**
470	**H. Frederick Christie**	**$11,650.00**
378	**James F. Montgomery**	**U**
459	**Janice Gryp**	**$11,650.00**
1129	**John Beane**	**$218,830.00**
447	**John D. Alexander**	**U**
456	**John F. Maher**	**$2,912.50**
421	**John V. Giovenco**	**$58,250.00**
2983	**Margaret North**	**$63,000.00**
970	**Mary Davis**	**$591,250.00**
450	**Willis Wood**	**$2,912.50**

Plan Name:	**Great Western - ESIP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
482	**J. L. Erikson**	**U**
378	**James F. Montgomery**	**U**
818	**Joe M. Jackson**	**$4,682.13**
1605	**Ursula(Michael) Pappas**	**$48,716.00**

Plan Name:	**Great Western - GMS**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2944	**Harold Johnson**	**U**
2948	**Gerald Pittenger**	**U**

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**

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**

Plan Name:	**Great Western - SERP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
835	**Aldo T. Lombardi**	**$112,092.12**
460	**Carl F. Geuther**	**$27,557.49**
455, 2915	**Clifford A. Miller**	**$13,967.43**
469	**Curtis J. Crivelli**	**U**
457, 2741, 2771	**Deborah Lascala**	**U**
458	**Edward R. Hoffman**	**U**
448	**Gloria Crane**	**$7,420.00**
482	**J. L. Erikson**	**U**
378	**James F. Montgomery**	**U**
459	**Janice Gryp**	**$8,611.74**
451	**Jaynie Studenmund**	**$11,062.83**
828	**Joe M. Jackson**	**U**
456	**John F. Maher**	**U**
817	**Lamberta R (B) Jackson**	**U**
1118	**Ray Sims**	**U**
1605	**Ursula Pappas**	**$401,284.00**
898	**William Lemmon**	**U**
453	**William Schenck**	**$23,355.00**

Plan Name:	**Providian - DCP**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2237	**Daniel Sanford**	**$189,145.50**
3080	**Ellen Richey**	**U**
790	**Ron Claveloux**	**$1,812,415.36**
2211	**Tom Clancy**	**$102,596.99**

Plan Name:	**Providian - Individual Contract (Montanari)**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2695	**Julie Montanari**	**$808,678.39**

Plan Name: **Dime - KELP**

ASB - ELIP

Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)	Plan Name
2453	**Abraham S Ossip**	**U**	Dime - KELP
3000	**Andrew Hickey**	**U**	Dime - KELP
3017	**Anthony R Burriesci**	**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
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
2437	**Gene C Brooks**	**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
2168	**James Jr Large**	**U**	Dime - KELP
2221	**Jenne Britell**	**U**	Dime - KELP
2218	**Jenne Britell Irrevocable Deed of Trust**	**U**	Dime - KELP
2217	**John B Pettit Jr**	**U**	Dime - KELP
1731	**JOHN H 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
3097	**Judson and Paula Croom**	**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
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
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
3214	**Roger Williams**	**$480,000.00**	Dime - KELP
3037	**Stark, Dennis (Dennis E Stark Fund at the Rhode Island Community Foundation)**	**U**	Dime - KELP
1817	**Thomas VanArsdale**	**U**	Dime - KELP
2523	**Thomas J Ducca**	**U**	Dime - KELP
3186	**Toal Descendants Insurance Trust c o J Andrew Rahl Jr**	**U**	Dime - KELP
3188	**William Phillips c o J Andrew Rahl Jr**	**U**	Dime - KELP
2161	**William III Candee**	**U**	Dime - KELP
2160	**William J Candee IV Trustee**	**U**	Dime - KELP
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

Plan Name:	**CCBI - Indivdual Contracts**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
2684	**James Daley**	**$827,377.00**

Plan Name:	**Miscellaneous Individual Contracts**	
Proof of Claim #	Claimant	Filed Claim Amount (U = Unliquidated Claim)
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**

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

POC #	Filed Claim Amount	Claimant Name	Debtor	Nature
155	$63,877.18	Carey M Brennan	WMI	Priority
498	$21,779.65	DEAN B ARNOLD	WMI	Priority
573	$188,084.00	John F Robinson	WMI	Priority
705	Unliquidated	B JOYCE PATTERSON	WMI	General Unsecured
708	Unliquidated	NUBAR ERAMIAN	WMI	General Unsecured
793	Unliquidated	ERNEST PORTER	WMI	General Unsecured
819	Unliquidated	DIANNE KRAUSE	WMI	Priority
827	Unliquidated	ERMA L DESLONGCHAMPS	WMI	General Unsecured
841	Unliquidated	ELVIRA A DREIZLER	WMI	Priority
886	Unliquidated	ELLEN CHING	WMI	Priority
888	$20,000.00	ELINORE J KRAUSE	WMI	Priority
890	Unliquidated	R Stephan	WMI	General Unsecured
891	Unliquidated	ROBERT B DREIZLER	WMI	Priority
937	$214,078.00	BARBARA J SNYDER	WMI	Priority
941	Unliquidated	HELENE GUTOWITZ	WMI	Priority
977	Unliquidated	WILLIAM O PHEGLEY	WMI	General Unsecured
989	Unliquidated	O BRIEN BISSOO	WMI	General Unsecured
1056	Unliquidated	HELEN HORNIKEL	WMI	Secured
1060	Unliquidated	JANET MAYOTTE	WMI	Priority
1098	Unliquidated	GEORGEANE LAWLER	WMI	Priority
1138	Unliquidated	DORIS ASPEL	WMI	General Unsecured
1182	$133,671.00	Melba Ann Bartels	WMI	Priority
1217	$47,105.47	RADHA THOMPSON	WMI	Priority
1258	Unliquidated	CONNIE L HAMILTON	WMI	Priority
1287	Unliquidated	RICHARD STEWART	WMI	Secured
1396	Unliquidated	G YOUNTS	WMI	Priority
1425	Unliquidated	R VALDEZ	WMI	General Unsecured
1430	$35,000.00	Marvin Allen Baldwin Jr	WMI	Secured
1436	Unliquidated	GLORIA MORSCH	WMI	General Unsecured
1452	Unliquidated	STEPHEN F ADAMS	WMI	General Unsecured
1478	Unliquidated	VIRGINIA A TARAMASCO	WMI	General Unsecured
1478	Unliquidated	VIRGINIA A TARAMASCO	WMI	Priority
1482	Unliquidated	Elinor Jeanne Whornham	WMI	Priority
1578	$30,089.85	CHERYL A FELTGEN	WMI	Priority
1669	Unliquidated	GWENDOLYN A HEATH	WMI	Priority
1673	Unliquidated	ANN L PIKE	WMI	General Unsecured
1679	Unliquidated	BRUCE F ANTENBERG	WMI	General Unsecured
1680	Unliquidated	LENI E ANTENBERG	WMI	General Unsecured
1690	$566,628.00	Marc Wane	WMI	Priority
1735	$57,591.36	GERALDINE KING	WMI	Priority

1749	Unliquidated	ROBERT B AKARD	WMI	General Unsecured
1750	Unliquidated	WALTRAUD AKARD	WMI	General Unsecured
1784	Unliquidated	ELEANOR FOX	WMI	General Unsecured
1785	Unliquidated	JEROME M RICKS	WMI	Secured
1794	Unliquidated	MARIE B BABAYAN	WMI	Priority
1799	$823,497.60	Geoffrey G Olsen	WMI	Priority
1811	Unliquidated	DOUGLAS THORNSJO	WMI	Priority
1811	Unliquidated	DOUGLAS THORNSJO	WMI	Secured
1812	$499.11	ESTHER RUIZ	WMI	Secured
1813	Unliquidated	NIELS JORGENSEN	WMI	Priority
1853	Unliquidated	ELLISON RABUN	WMI	General Unsecured
1883	Unliquidated	Gordon McKay	WMI	Priority
1885	Unliquidated	JAMES HENSCHEL	WMI	General Unsecured
1888	Unliquidated	J VALDES CUGAT	WMI	General Unsecured
1889	Unliquidated	ROLLIN AYERS	WMI	General Unsecured
1939	Unliquidated	BERNICE C BAKER	WMI	General Unsecured
1955	$956,387.00	Donna J Wardlow	WMI	Priority
2042	Unliquidated	THERESA MULRANE	WMI	General Unsecured
2054	Unliquidated	BETTE JACOBSON	WMI	General Unsecured
2086	Unliquidated	CHARLOTTE J GORE	WMI	Priority
2226	$100,000.00	HOWARD P ARATA	WMI	Priority
2250	Unliquidated	ROBERT MANNING	WMI	Priority
2251	Unliquidated	CAROLINE STAKELON	WMI	Priority
2255	$565,316.39	Michael A Wolf	WMI	Secured
2273	Unliquidated	KRYSTYNA KACZMARSKI	WMI	General Unsecured
2277	Unliquidated	VIRGINIA J MAGUIRE	WMI	General Unsecured
2358	Unliquidated	RUBY P ALDERMAN	WMI	Priority
2362	$483,319.00	Edward Smith Jr	WMI	General Unsecured
2434	Unliquidated	ROBERT S NOBLE	WMI	General Unsecured
2452	$941,380.34	John Engman	WMI	Secured
2474	Unliquidated	Norman Parker	WMI	Secured
2488	Unliquidated	JAMES L HESTER	WMI	Priority
2491	Unliquidated	THERESE A ASTI	WMI	Priority
2498	$161.59	J Leticia Serrado	WMI	Priority
2502	Unliquidated	Merrill Wall	WMI	Secured
2508	Unliquidated	Robert Stevens	WMI	Secured
2510	Unliquidated	Charles Rinehart	WMI	Secured
2514	Unliquidated	Edward McGrath	WMI	Secured
2517	Unliquidated	George Miranda	WMI	Secured
2545	$432,390.00	Janice D Turner	WMI	Priority
2557	Unliquidated	MARILYN E KIRK	WMI	General Unsecured
2596	Unliquidated	SHIFFIE DILIBERTO	WMI	General Unsecured

2657	Unliquidated	Carol Hove Ahmanson	WMI	General Unsecured
2751	Unliquidated	Bruce Crouch	WMI	General Unsecured
2751	Unliquidated	Bruce Crouch	WMI	Secured
2772	$2,210.00	Heinz and Gerlinde Beneke	WMI	Priority
2772	$40,442.00	Heinz and Gerlinde Beneke	WMI	General Unsecured
2837	Unliquidated	RICHARD CAREAGA	WMI	Priority
2849	Unliquidated	JERRY HAVRANEK	WMI	General Unsecured
2924	Unliquidated	MARY NIGRO	WMI	General Unsecured
2954	Unliquidated	EDYTHE HAVRANEK	WMI	General Unsecured
2963	$628,144.00	Elaine Schoch	WMI	Priority
2967	$4,000.00	ELIZABETH M SCHAEFFER ILEY	WMI	General Unsecured
3032	Unliquidated	Leanne M Matthews	WMI	General Unsecured
3111	Unliquidated	STELLA ELEFTHERIADIS	WMI	Priority
3119	Unliquidated	Richard Deihl	WMI	Secured
3119	Unliquidated	Richard Deihl	WMI	General Unsecured
3157	Unliquidated	LOIS R COTTON	WMI	General Unsecured
3167	Unliquidated	Robert De Kruif	WMI	Secured
3167	Unliquidated	Robert De Kruif	WMI	General Unsecured
3171	Unliquidated	Jerry Iverson	WMI	Secured
3171	Unliquidated	Jerry Iverson	WMI	General Unsecured
3173	Unliquidated	E NANCY MARKLE	WMI	Secured
3173	Unliquidated	E NANCY MARKLE	WMI	General Unsecured
3181	Unliquidated	CHARLES E HARTZELL	WMI	General Unsecured
3182	Unliquidated	HELEN C HARTZELL	WMI	General Unsecured
3195	Unliquidated	MARILYN CAPALDO	WMI	General Unsecured
3235	Unliquidated	MARION J HENTZ	WMI	General Unsecured
3355	Unliquidated	GLORIA V HOST	WMI	Secured
3530	Unliquidated	WILLIAM WRIGHT	WMI	General Unsecured
3541	$66,846.96	Harold Marvin Medgpath	WMI	Priority
3552	Unliquidated	MARC B WRIGHT	WMI	Priority
3623	$174,561.70	James Corcoran	WMI	General Unsecured

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 Field 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 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		BFI0014974-01	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

CARRIER	POLICY	YEARS
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	04/01/83 – 04/01/84

CARRIER	POLICY	YEARS
	underlying insurance in such policy	
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 in such policy	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

CARRIER	**POLICY**	**YEARS**
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 Field 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 3.4

LIST OF POST-PETITION DATE AGREEMENTS RE: SETTLEMENT NOTE HOLDERS

NONE

SCHEDULE 3.5

LIST OF POST-PETITION DATE AGREEMENTS RE: CREDITORS' COMMITTEE

NONE

XIII. CONCLUSION

The Debtors believe the Plan is in the best interests of all creditors and urge the holders of impaired Claims in Class 2 (Senior Notes Claims), Class 3 (Senior Subordinated Notes Claims), Class 12 (General Unsecured Claims), Class 14 (CCB-1 Guarantees Claims), Class 15 (CCB-2 Guarantees Claims), and Class 16 (PIERS Claims), Class 17 (Non-Subordinated Bank Bondholder Claims), Class 18 (Subordinated Claims), Class 19 (REIT Claims), and Class 20 (Preferred Equity Interests) to vote to accept the Plan.

Dated: New York, New York
May 21, 2010

Respectfully submitted,

WASHINGTON MUTUAL, INC.

By: _____
Name: William C. Kosturos
Title: Chief Restructuring Officer

WMI INVESTMENT CORP.

By: _____
Name: William C. Kosturos
Title: President & Chief Executive Officer

Exhibit B

Disclosure Statement Order

Exhibit C

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 Plan, or (ii) receive or retain under the 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 under 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. 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 Liquidation Analysis (the "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 a chapter 7 case. Underlying the 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 LIQUIDATION ANALYSES 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 Liquidation Analysis, the Debtors considered many factors and made certain assumptions. Those assumptions that the Debtors consider significant are described below.

1. **Conversion:** Each of the Chapter 11 cases are converted to chapter 7 in 2010.

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 future tax refunds to be December 31, 2010. It's the receipt of these refunds that provide the recovery to the Senior Subordinated Notes, the CCB Guarantees, and the PIERS. Therefore, under both the Chapter 11 plan and the Chapter 7 liquidation, interest on those prepetition claims accrues through December 31, 2010.

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 are 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. However, the Debtors 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 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 9 to 12 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.

(Dollars in Millions)	Chapter 11 Plan			Chapter 7 Liquidation			Notes
	Proceeds			**Proceeds**			
Cash	$ 5,202			$ 5,202			(a)
Reorganized WMI	140			50			(b)
Investment in Subsidiaries & Other	36			36			(c)
Future Income Taxes Receivable	2,255			2,255			(d)
Total Proceeds	7,633			7,543			
Bank Exp, Priority Claims & Convenience Class	(47)			(130)			(e)
Net Proceeds	$ 7,586			$ 7,414			
	Claim Amount	**Recovery Amount**	**Recovery %**	**Claim Amount**	**Recovery Amount**	**Recovery %**	
Unsecured Claims							
Senior Notes							
Prepetition [1]	$ 4,132	$ 4,132	100%	$ 4,132	$ 4,132	100%	(f)
Post-Petition [2]	290	290	100%	348	348	100%	
Total	4,422	4,422	100%	4,480	4,480	100%	
Senior Subordinated Notes							
Prepetition	1,666	$ 1,666	100%	1,666	$ 1,666	100%	
Post-Petition [2]	257	257	100%	257	257	100%	
Total	1,924	1,924	100%	1,924	1,924	100%	
General Unsecured Claims	375	$ 375	100%	375	$ 375	100%	(g)
CCB Guarantees							
Prepetition	70	$ 70	100%	70	$ 70	100%	
Post-petition [2]	8	8	100%	8	8	100%	
Total	78	$ 78	100%	78	$ 78	100%	
PIERS							(h)
Prepetition	789	$ 788	100%	789	$ 557	71%	
Post-petition [2]	159	-	0%	159	-	0%	
Total	949	$ 788	83%	949	$ 557	59%	
Subordinated Claims	-	-	N/A	-	-	N/A	(i)

Notes:

(1) Prepetition amount assumed to be paid at 07/31/10 under a Chapter 11 plan and 12/31/10 under a Chapter 7 liquidation.

(2) Post-petition interest (including OID) calculated to 12/31/10 for both the Chapter 11 plan and Chapter 7 liquidation.

Notes:

(a) Cash is comprised of cash (including WMI's share of tax refunds already received) and restricted cash at WMI, WMI Investment Corp. and its subsidiaries, plus payments from JPMC for Visa Shares and intercompany loans pursuant to the Global Settlement Agreement or Bilateral Settlement Agreement, as applicable, proceeds related to the American Savings Bank Goodwill Litigation and BOLI/COLI and Rabbi Trust assets in both chapter 7 and 11 cases.

(b) The Reorganized WMI includes WMI, WMI Investment Corp. and WMMRC, a wholly-owned subsidiary of WMI and a Hawaiian captive reinsurance company. WMI retained Blackstone Advisory Partners ("Blackstone") to prepare a valuation of the Reorganized WMI. Blackstone's conclusions regarding the value of Reorganized WMI are subject to the assumptions, limitations and qualifications set forth in the valuation analysis, annexed to this Disclosure Statement as Exhibit D. As set forth therein, Blackstone's valuation work produced a range of $120 million to

$160 million (on a pre-rights offering basis). For purposes of this analysis, we have included the midpoint of that range, $140 million.

In chapter 7 cases, the Debtors believe they would be forced to sell WMMRC quickly which would substantially reduce the recovery associated with this asset.

(c) Includes investments in wholly-owned subsidiaries Marion Insurance Company, a Vermont captive reinsurance company, WaMu 1031 Exchange, a 1031 exchange administrator, and Ahmanson Obligation Company. Other assets include the Assurant Trust account and a remaining note related to a venture capital investment, as described in the Disclosure Statement.

(d) In both the chapter 11 and 7 cases, WMI's portion of future tax refunds equates to 20% of the initial tax refund of approximately $2.9 billion and an additional tax refund of $2.8 billion less $1,125 million paid to the FDIC and the WMB bondholders, netting a total of $2,255 million.

(e) In the chapter 7 cases, it is estimated that the delay resulting from the conversion of the cases and the knowledge transfer in changing professionals due to the complexity of issues involved would result in an increase of $4 million in operational expenses, $41 million of professional fees and the additional payment of a 0.5% fee on total distribution to creditors equal to $38 million.

(f) As discussed, conversion to chapter 7 cases will cause a delay in the resolution of the cases. For the purposes of this analysis, the payment of the pre-petition claim is assumed to be delayed for an additional 5 months. The actual amount of delay could be somewhat less or far greater than this amount.

(g) In both the chapter 11 and 7 cases, general unsecured claims will vary widely depending on the outcome of various claims objections. Current filed claims total in excess of $55 billion excluding unliquidated claims. However, the Debtor's best estimate of eventually allowed claims in both cases will be approximately $375 million.

(h) PIERS claims consists of claims related to both preferred and common securities. All common securities are owned by WMI. Therefore recoveries in excess of $765 million plus corresponding post-petition interest will be distributed back to the estate.

(i) Subordinated Claims could arise from the outcome of various litigations and as such, no estimate of those claims have been included in the liquidation analysis under either a chapter 11 plan or a chapter 7 liquidation.

Exhibit D

Valuation Analysis

Enterprise Valuation of the Reorganized Debtors

To provide information to parties in interest regarding the possible range of values of their distributions under the Plan, the Debtors retained Blackstone Advisory Partners ("Blackstone") as their financial advisor, with respect to, among other things (a) the estimated value of the Reorganized Debtors on a going-concern basis ("Reorganized WMI Value") and (b) the estimated value of the Rights Offering.

In estimating the hypothetical range of the Reorganized WMI Value, Blackstone has, among other things:

(a) reviewed certain recent historical financial information of the Debtors;

(b) reviewed certain internal financial and operating data of the Debtors, which data was prepared and provided to Blackstone by the management of the Debtors and which relates to Reorganized WMI's business, its prospects and its projected dividend stream, including Reorganized WMI's Projections;

(c) reviewed the Net Operating Loss analysis prepared by the Debtors;

(d) met with and discussed the Debtors' operations and future prospects with the management team and their advisors, including the Debtors' actuarial advisors and other constituents;

(e) discussed relevant sections of the Internal Revenue Code with tax experts;

(f) reviewed certain publicly available financial data, including regulatory filings, for industry public companies, specifically the primary insurers for Reorganized WMI, and recent precedent transactions in the insurance and reinsurance industry;

(g) considered certain economic and industry information relevant to the operating business;

(h) reviewed the Plan of Reorganization, Disclosure Statement, and other public filings; and

(i) conducted such other analyses and investigations and considered such other information as Blackstone deemed appropriate under the circumstances.

Blackstone did not independently verify the Projections in connection with preparing estimates of Reorganized WMI Value, and no appraisals of the Debtors were sought or obtained in connection herewith. Blackstone assumed that the Projections prepared by the management of the Debtors were reasonably prepared in good faith and on a basis reflecting the Debtors' most accurate currently available estimates and judgments as to the future operating and financial performance of the Reorganized Debtors. Blackstone's estimated Reorganized WMI Value range assumes the Reorganized Debtors will achieve their Projections in all material respects. Moreover, Blackstone assumed and relied on the accuracy and completeness of all other financial and other information furnished to it by the Debtors.

Blackstone has employed generally accepted valuation techniques in estimating the value of Reorganized WMI. The following is a brief summary of certain financial analyses considered by Blackstone to arrive at its estimated range of Reorganized WMI Value.

(a) Discounted Cash Flow Analysis

The discounted cash flow ("DCF") analysis is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Under this methodology, projected future cash flows are discounted by the business' weighted average cost of capital (the "Discount Rate"). The Discount Rate reflects the estimated blended rate of return that would be required by debt and equity investors to invest in the business based on its capital structure. The enterprise value of the firm is determined by calculating the present value of Reorganized WMI's unlevered after-tax free cash flows based on the Projections. Although formulaic methods are used to derive the key estimates for the DCF methodology, their application and interpretation still involve complex considerations and judgments concerning potential variances in the projected financial and operating characteristics of the Reorganized WMI.

(b) Precedent Transactions Analysis

The precedent transactions analysis estimates value by examining public merger and acquisition transactions. The valuations paid in such acquisitions or implied in such mergers are analyzed as ratios of various financial results. These transaction multiples are calculated based on the purchase price (including any debt assumed) paid to acquire companies and/or portfolios that are comparable to the Reorganized WMI. Since precedent transaction analysis reflects aspects of value other than the intrinsic value, there are limitations as to its applicability in determining the enterprise value. Nonetheless, Blackstone reviewed recent M&A transactions involving both reinsurance and insurance companies.

(c) Comparable Company Analysis

The comparable company valuation analysis estimates the value of a company based on a relative comparison with other publicly traded companies with similar operating and financial characteristics. Under this methodology, the enterprise value for each selected public company was determined by examining the trading prices for the equity securities of such company in the public markets and adding the aggregate amount of outstanding net debt for such company (at book value) and minority interest. Those enterprise values are commonly expressed as multiples of various measures of operating statistics, including book value and tangible book value. Blackstone examined each of the selected public company's operational performance, operating margins, profitability, leverage and business trends. Based on these analyses, financial multiples and ratios are calculated to apply to the Reorganized Debtors' actual and projected operational performance.

Based on these Projections and subject to the review and analysis described herein and to the assumptions, limitations and qualifications described herein, and solely for purposes of the Plan, Blackstone estimates that the Reorganized WMI Value falls within a range from approximately $120 to $160 million. Blackstone further estimates that the value of the Rights Offering is between 105% and 115% of the Rights Offering.

Blackstone's estimated range of Reorganized WMI Value does not constitute a recommendation to any holder of Allowed Claims as to how such person should vote or otherwise act with respect to the Plan. The estimated range of Reorganized WMI Value set forth herein does not constitute an opinion as to fairness from a financial point of view to any person of the consideration to be received by such person under the Plan or of the terms and provisions of the Plan.

The value of an operating business is subject to numerous uncertainties and contingencies which are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such a business. As a result, the estimated range of the Reorganized WMI Value set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein. Neither the Reorganized Debtors, Blackstone, nor any other person assumes responsibility for any differences between the Reorganized WMI Value range and such actual outcomes.

The summary set forth above does not purport to be a complete description of the analyses performed by Blackstone. The preparation of a valuation estimate involves various determinations as to the most appropriate and relevant methods of financial analysis and the application of these methods in the particular circumstances and, therefore, such an estimate is not readily suitable to summary description. In performing these analyses, Blackstone and the reorganized Debtors made numerous assumptions with respect to industry performance, tax, business and economic conditions and other matters. The analyses performed by Blackstone are not necessarily indicative of actual values or future results, which may be significantly more or less favorable than suggested by such analyses.