1. Objections Related to Senior Notes

Objection of the Bank of New York Mellon Trust Company, N.A., as Indenture Trustee for the Senior Notes **(Docket No. 3714)**	
Objection	**Response**
• The Bank of New York Mellon Trust Company, N.A., in its capacity as Indenture Trustee for the Senior Notes (the "Senior Notes Trustee") asserts that the Disclosure Statement fails to adequately discuss provisions of the Plan that pertain to the subordination rights of the Senior Notes. Specifically, the Senior Notes Trustee contends that the Plan's treatment of certain claims is in conflict with the subordination provisions in the applicable Indentures and Guarantee Agreements and the Disclosure Statement should disclose that these provisions violate the subordination rights of the holders of Senior Notes Claims. • The Senior Notes Trustee complains that JPMC's payment of $50 million to the holders of REIT Series may violate the absolute priority rule. • The Senior Notes Trustee requests that the Debtors express an informed view as to whether, in fact, foreign holders will be subject to withholding tax and whether the Liquidating Trust Interests will be regarded as debt. • The Senior Notes Trustee requests that the Debtors provide additional disclosure regarding the following: ◦ how the Liquidating Trustee will make secondary distributions to holders of	• The Debtors note that most of the Senior Notes Trustee's concerns have been resolved pursuant to revisions to the Third Amended Plan and are reflected in the Third Amended Disclosure Statement. Specifically, each holder of an Allowed Senior Notes Claim can now elect to receive Reorganized Common Stock up to the maximum amount set forth in the Third Amended Plan. In addition, Reorganized Common Stock and Subscription Rights awarded to subordinated creditors pursuant to the Third Amended Plan are subject to redistribution to holders of Senior Notes Claims to the extent required by the subordination provisions in the applicable Indentures and Guarantee Agreements. To the extent that the Senior Notes Trustee is concerned that the priorities set forth in the Subordination Model attached as Exhibit "G" to the Third Amended Plan violate subordination provisions in the applicable Indentures and Guarantee Agreements, the Third Amended Plan specifically provides that, in the event of a conflict, the subordination provisions in the relevant debt documents govern and will be enforced pursuant to section 510(a) of the Bankruptcy Code. Furthermore, the Third Amended Plan provides that postpetition interest continues to accrue after the Effective Date with respect to each claim until the underlying Allowed Claim and Postpetition Interest Claim are paid in full. All of these changes are noted in the Third Amended Disclosure Statement.

Senior Notes;
 	
• the how the Debtors will determine the approval rights of the Settlement Notice Holders;
 	
• the identity of the "significant creditor groups" that have supported the Settlement Agreement;
 	
• the number of outstanding shares of Series K Preferred Stock and Series R Preferred Stock;
 	
• whether the Senior Notes Trustee will be a Voting Nominee with respect to the proposed solicitation procedures; and
 	
• whether the Voting Record Date is the record date for distributions as well as for voting purposes.
	• The Debtors submit that the Senior Notes Trustee's objection regarding the proposed JPMC payment to holders of the REIT Series is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan and is not before the Court at this time. Furthermore, the Senior Notes Trustee's complaint is misplaced. Pursuant to Section 2.24 of the Settlement Agreement (and reflected in Section 23.1 of the Third Amended Plan), the payment will be made directly by JPMC, not the Debtors, so the absolute priority rule is not implicated.
	
	• Sections IX.B.2, IX.B.2.a, and IX.C.2 address the characterization of the Liquidating Trust Interests for tax purposes, and Sections IX.C.2 and IX.D address withholding taxes, including those that may apply to foreign holders of Senior Notes Claims.
	
	• The Debtors respond to the Senior Notes Trustee's remaining objections as follows:
	
	  • Section 32.5 of the Third Amended Plan (reflected in Section V.F.5 of the Third Amended Disclosure Statement) provides that, while initial distributions will be made by the Indenture Trustees, all subsequent distributions will be made by the Liquidating Trustee. The Debtors believe that the Senior Notes Trustee's objection in this regard has been resolved.
	
	  • The Senior Notes Trustee's objection regarding the mechanics of the approval rights of the Settlement Note Holders is not a disclosure issue and is inappropriately asserted as an objection to the

	Disclosure Statement Motion. • Section I.C of the Third Amended Disclosure Statement names the creditors that have supported the Settlement Agreement (*i.e.*, the Settlement Note Holders). • Sections IV.B.6.a–b of the Third Amended Disclosure Statement contain a description of the Series K Preferred Stock and Series R Preferred Stock and clarify that the number of outstanding shares has not changed since the Petition Date. • Section V.H.2 of the Third Amended Disclosure Statement clarifies that the Senior Notes Trustee will not be a Voting Nominee. • Section 1.82 of the Third Amended Plan (reflected in Section V.F.13 of the Third Amended Disclosure Statement) provides that the Distribution Record Date shall be the same date as the Effective Date of the Third Amended Plan. Pursuant to the Disclosure Statement Motion, the Debtors have requested that the Court set June 3, 2010 as the Voting Record Date. Such date is clearly reflected in Section III.A of the Third Amended Disclosure Statement. Accordingly, the Debtors believe it is clear that the Voting Record Date is not the same as the record date for distribution purposes.

Objection of the Washington Mutual, Inc. Noteholders (Docket No. 3730)	
Objection	**Response**
• The Washington Mutual, Inc. Noteholders Group (the "WMI Noteholders") asserts that the Disclosure Statement and Plan are premised on an agreement between the Debtors, JPMC and the FDIC that does not exist and, thus, it would be inefficient and wasteful for the Debtors to commence solicitation of a Plan premised on such an agreement. • The WMI Noteholders further assert that the Disclosure Statement lacks adequate information regarding the impact of certain distributions on the priority rights of holders of the Senior Notes because the Plan seeks to provide distributions to junior stakeholders prior to providing payment in full to holders of Senior Notes in direct violation of governing subordination agreements and effectively enjoins holders of Senior Notes from exercising and enforcing their subordination rights.	• As an initial matter, the WMI Noteholders' concern regarding the status of the Settlement Agreement no longer is relevant. As set forth in the Third Amended Plan and Third Amended Disclosure Statement, all parties have now executed the Settlement Agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H". • The Debtors believe that the WMI Noteholders' Objection as it pertains to the priority rights of holders of the Senior Notes is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan. Notwithstanding the foregoing, and as acknowledged in the WMI Noteholders' supplemental Objection (see below), most of the WMI Noteholders' concerns have been addressed in the Third Amended Plan (as reflected in the Third Amended Disclosure Statement). Specifically, pursuant to the Third Amended Plan, each holder of an Allowed Senior Notes Claim can now elect to receive Reorganized Common Stock up to the maximum amount set forth in the Third Amended Plan. In addition, Reorganized Common Stock and Subscription Rights awarded to subordinated creditors pursuant to the Third Amended Plan are subject to redistribution to holders of Senior Notes Claims to the extent required by the subordination provisions in the applicable Indentures and Guarantee Agreements. To the extent that the WMI Noteholders are concerned that the priorities set forth in the Subordination Model attached as Exhibit "G" to the Third Amended Plan violate subordination provisions in the applicable Indentures and

	Guarantee Agreements, the Third Amended Plan specifically provides that, in the event of a conflict, the subordination provisions in the relevant debt documents govern and will be enforced pursuant to section 510(a) of the Bankruptcy Code. Furthermore, the Third Amended Plan provides that postpetition interest continues to accrue after the Effective Date with respect to each claim until the underlying Allowed Claim and Postpetition Interest Claim are paid in full. All of these changes are noted in the Third Amended Disclosure Statement.
Supplemental Objection of Washington Mutual, Inc. Noteholders **(Docket No. 4419)**	
Objection	**Response**
• The WMI Noteholders acknowledge that many of their objections are now resolved in the Second Amended Plan and Second Amended Disclosure Statement, but object that the Second Amended Disclosure Statement must clarify whether holders of PIERS Claims will receive Subscription Rights prior to payment in full of Senior Notes Claims. • The WMI Noteholders object that (i) the subordination provisions in the applicable Indentures and Guarantee Agreements are violated by sections of the Second Amended Plan providing that holders of Senior Notes Claims waive their rights under such provisions to object to distributions of Reorganized Common Stock to subordinated creditors when they choose to elect to receive Cash or Cash on account of Liquidating Trust Interests instead of Reorganized Common Stock, and (ii) the Second Amended Plan effectively enjoins holders of Senior Notes from exercising and enforcing their subordination rights to	• As stated above, Subscription Rights awarded to subordinated creditors pursuant to the Third Amended Plan shall be subject to redistribution to holders of Senior Notes Claims to the extent required by the subordination provisions in the applicable Indentures and Guarantee Agreements. Accordingly, the Debtors believe that the WMI Noteholders' Objection in this regard is resolved. • The Debtors submit that the WMI Noteholders' objections regarding (i) waiver of rights under subordination provisions and (ii) the requirement that all disputes regarding the subordination provisions in the applicable Indentures and Guarantee Agreements must be resolved prior to confirmation of the Third Amended Plan are procedurally improper and premature, as these are actually objections to confirmation of the Third Amended Plan. The Third Amended Disclosure Statement explicitly discloses that any dispute related to conflicts between the Third Amended Plan and the applicable Indenture and

the extent that such rights have not been adjudicated at the hearing on confirmation thereof. The WMI Noteholders argue that the Second Amended Disclosure Statement should be revised to clarify that the subordination provisions of the applicable Indentures and Guarantee Agreements govern, rather than the Second Amended Plan.	Guarantee Agreements must be raised and resolved in the context of confirmation of the Third Amended Plan so that the Debtors may have finality on such issues prior to making distributions.

First Objection of Paulson & Co. **(Docket No. 3724)**	
Objection	**Response**
• Paulson & Co. Inc. ("Paulson") asserts that the Disclosure Statement does not (i) disclose that the holders of Senior Notes are entitled to postpetition interest up to the date they are actually paid in full, not up to the Effective Date, (ii) provide that the Senior Notes must be paid first until they are paid in full, and (iii) does not describe the risk of reduced recovery to the subordinated notes if distributions take longer than expected to occur. Furthermore, Paulson joins in the objection of the Bank Bondholders.	• The Debtors believe that most of the concerns raised in Paulson's original Objection have been addressed. Specifically, pursuant to the Third Amended Plan (as reflected in the Third Amended Disclosure Statement), the definition of Postpetition Interest includes post-Effective Date interest. Furthermore, the Debtors believe the Subordination Model attached as Exhibit "G" to the Third Amended Plan is consistent with the subordination set forth in the contractual subordination provisions of the applicable Indentures and Guarantee Agreements. To the extent there is any conflict, the Third Amended Plan specifically provides that such contractual subordination provisions will govern and will be enforced pursuant to section 510(a) of the Bankruptcy Code. • Section VIII.B.3 of the Third Amended Disclosure Statement discloses that interest will continue to accrue on certain allowed claims until they are paid in full, such that delays in distributions increase the risk of reduced funds available for distribution to other creditors.

Second Objection of Paulson & Co. **(Docket No. 4418)**	
Objection	**Response**
• Paulson asserts that the Subordination Model attached as Exhibit "G" to the Second Amended Plan violates subordination provisions in the applicable Indentures and Guarantee Agreements because it provides that the Postpetition Interest Claims of holders of Senior Notes Claims are *pari passu* with the Allowed Claims and Postpetition Interest Claims of holders of Senior Subordinated Notes Claims. Paulson further asserts that the Second Amended Disclosure Statement is inadequate because it fails to disclose Paulson's interpretation of the applicable Indentures and Guarantee Agreements.	• As stated above, to the extent that Paulson has concerns that the priorities set forth in the Subordination Model in Exhibit "G" to the Third Amended Plan violate subordination provisions in the applicable Indentures and Guarantee Agreements, the Third Amended Plan specifically provides that, in the event of a conflict, the subordination provisions in the relevant debt documents govern and will be enforced pursuant to section 510(a) of the Bankruptcy Code. Notwithstanding the foregoing, Section V.B.2 of the Third Amended Disclosure Statement discloses that certain holders of Senior Notes Claims have asserted that the Subordination Model does not give full effect to subordination provisions in the applicable Indentures and Guarantee Agreements.

2. Senior Subordinated Notes Trustee Reservation of Rights

Statement of Law Debenture Trust Company of New York, as Senior Subordinated Notes Trustee **(Docket No. 3712)**	
Objection	**Response**
• Law Debenture Trust Company of New York, in its capacity as trustee for the Senior Subordinated Notes (the "Senior Subordinated Notes Trustee") asserts that it is not objecting to the Disclosure Statement at this time, but reserves the right to appear and be heard on any issue at the hearing to consider the Disclosure Statement.	• N/A.

3. PIERS Trustee Objection

Reservation of Rights of Wells Fargo Bank, N.A., as the PIERS Indenture Trustee (Docket No. 3713)	
Objection	**Response**
• Wells Fargo Bank, N.A., as the Indenture Trustee for the PIERS Claims (the "PIERS Trustee"), reserves all of its rights pending its continued discussions with the Debtors.	• See below.
Supplemental Objection of Wells Fargo Bank, N.A., as the PIERS Indenture Trustee (Docket No. 4406)	
Objection	**Response**
• The PIERS Trustee objects that the Rights Offering discriminates against certain holders of PIERS Claims because holders of PIERS Claims whose claims do not meet the eligibility requirements will not be able to participate. • The PIERS Trustee objects that the Second Amended Disclosure Statement must provide additional disclosure regarding (i) Rights Offering eligibility requirements, (ii) the rationale for not permitting all holders of PIERS Claims to participate in the Rights Offering, (iii) how the value of the Rights Offering translates in terms of recoveries of those parties that participate, and (iv) how that imputed value will affect the recoveries of those holders of PIERS Claims who are not permitted to, or choose not to, participate in the Rights Offering.	• As set forth in Section V.B.16.b of the Third Amended Disclosure Statement, although the Third Amended Plan imposes eligibility requirements on holders of PIERS Claims with respect to the Rights Offering, to the extent a holder of an Allowed PIERS Claim elects to exercise Subscription Rights and receives shares of Additional Common Stock pursuant thereto, such holder's distribution of Creditor Cash or Cash to be received on account of Liquidating Trust Interests, as the case may be, will be reduced, on a dollar-for-dollar basis, by the value of the Subscription Rights exercised (but not the value of the Additional Common Stock received), so that the ultimate recovery percentage for each holder of an Allowed PIERS Claim is the same, regardless of whether a holder exercises Subscription Rights. A holder of an Allowed PIERS Claim that does not exercise Subscription Rights, however, will not be charged with the imputed value.

4. CCB Guarantee Trustee Objection

Statement and Reservation of Rights of Wilmington Trust Company, as Guarantee Trustee for the CCB Guarantees (Docket No. 3710)	
Objection	**Response**
• Wilmington Trust Company ("WTC"), in its capacity as Guarantee Trustee for the CCB Guarantees, asserts that the Disclosure Statement contains inadequate disclosure regarding (i) distributions and related mechanics, (ii) recoveries and (iii) the Debtors' rationale, support and basis for, among other things, different treatment of similarly situated creditors, competing subordination provisions, the releases and opt-out provisions and disparate treatment afforded to the professionals of the indenture trustees and ad hoc committees. • In addition to the "lack of disclosure," WTC believes that the underlying substance of the provisions discussed above may violate, *inter alia*, Sections 510 and 1129 of the Bankruptcy Code. WTC has "provided requested changes or modifications to enable confirmation of the proposed Plan by removing or modifying such infirmities in the Plan. Although not Disclosure Statement issues *per se*, WTC is hopeful that these Plan-related issues will be resolved by the parties prior to the hearing on confirmation of the Plan."	• First, it should be noted that WTC's Objection is quite vague and lack specifics. Notably, the Objection states that the Disclosure Statement contains inadequate disclosure with regards to certain items, but does not specify why the disclosure is inadequate. • The Debtors believe that WTC's Objection has been resolved as a result of revisions to the Third Amended Plan, reflected in the Third Amended Disclosure Statement. Specifically, with regard to distributions and related mechanics, the Debtors coordinated with the trustees to revise Section 32.5 of the Third Amended Plan, as reflected in Section V.F of the Third Amended Disclosure Statement. With regard to recoveries, Section II.B.5 of the Third Amended Disclosure Statement details recoveries to each class. • As stated above, to the extent that WTC has concerns that the priorities set forth in the Subordination Model in Exhibit "G" to the Third Amended Plan violate contractual subordination provisions, the Third Amended Plan specifically provides that, in the event of a conflict, the subordination provisions in the relevant debt documents govern and will be enforced pursuant to section 510(a) of the Bankruptcy Code. • Moreover, the Debtors believe that this Objection is procedurally improper and premature, as it is actually an objection to

	confirmation of the Third Amended Plan, and approval of the Third Amended Plan is not before the Court at this time. • In addition, WTC's Objection does not specify how the Plan provides for "different treatment of similarly situated creditors," or "disparate treatment afforded to the professionals of the indenture trustees and ad hoc committees." Pursuant to the Plan, the professionals for certain ad hoc committees will have their fees paid in full, and the professionals for the Trustees will have their fees paid in full upon approval by the Debtors and Creditors' Committee and, if necessary, the Court. • Finally, with respect to WTC's other assertions that the Disclosure Statement does not disclose "the Debtors' rationale, support and basis for, among other things, different treatment of similarly situated creditors, competing subordination provisions, the releases and opt-out provisions, and disparate treatment afforded to the professionals of the indenture trustees and ad hoc committees," the Debtors submit that these are confirmation objections and are not before the Court at this time.

5. Bank Bondholder Objections

Objection of Bank Bondholders (represented by Wilmer Cutler Pickering Hale and Dorr LLP) (Docket No. 3719)	
Objection	**Response**
• In their original Objection, the holders of senior notes issued by WMB (the "WMB Senior Notes") represented by Wilmer Cutler Pickering Hale and Dorr LLP (the "Wilmer Cutler Group") assert that the Plan is unconfirmable because it is conditioned on a settlement that had not yet been finalized. The Wilmer Cutler Group further objects that the Disclosure Statement does not contain adequate information concerning the status of the proposed Settlement Agreement, including the current status of negotiations, and the viability of the settlement. • The Wilmer Cutler Group asserts that the Disclosure Statement does not contain adequate information regarding the proposed business of the Reorganized Debtors and the use and availability of tax losses. • Lastly, the Wilmer Cutler Group contends that the Disclosure Statement does not explain the basis for the Plan's third-party releases and argues that the Plan could be interpreted to release the Wilmer Cutler Group's claims against the Receivership.	• As an initial matter, the Wilmer Cutler Group's concern regarding inadequate disclosure of the status of the Settlement Agreement no longer is relevant. As set forth in the Third Amended Plan and Third Amended Disclosure Statement, all parties have now reached and executed an agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H". • Article VI of the Third Amended Disclosure Statement contains financial information and projections regarding the proposed business of the Reorganized Debtors and Article IX of the Third Amended Disclosure Statement addresses potential federal income tax consequences of the Third Amended Plan. • The Debtors believe that the Wilmer Cutler Group's Objection with respect to the releases provided for in the Third Amended Plan is procedurally improper and premature as it is actually an objection to confirmation of the Third Amended Plan. The Debtors are not required to establish the legal basis for the releases at this time. Notwithstanding this position, however, the Debtors note that the definition of "Released Claims" in the Third Amended Plan (reflected in Section V.P.5 of the Third Amended Disclosure Statement) has been revised to clarify that the Third Amended Plan does not release claims in the Receivership.

Supplemental Objection of Bank Bondholders (represented by Wilmer Cutler Pickering Hale and Dorr LLP) (Docket No. 4427)	
Objection	**Response**
• The Wilmer Cutler Group objects that the Second Amended Plan is unconfirmable because it (i) is premised on a Settlement Agreement that is not executed by several of the supposed parties thereto (namely, the Settlement Note Holders), (ii) provides for disparate treatment of Bank Bondholder Claims vis-à-vis other creditors, (iii) favors certain creditors over others by providing for payment of their professional fees, (iv) contemplates the imposition of non-consensual third party releases, and (v) includes a "death trap" under which the Bank Bondholder Claims will be deemed allowed only if they vote in favor of the Second Amended Plan. The Wilmer Cutler Group asserts that the Second Amended Disclosure Statement must provide additional disclosure regarding each of these provisions. • The Wilmer Cutler Group asserts that the Second Amended Disclosure Statement must clarify whether the Bank Bondholder Claims fall, for voting purposes, into Class 17 ("Non-Subordinated Bank Bondholder Claims") or Class 18 ("Subordinated Bank Bondholder Claims"). • The Wilmer Cutler Group asserts that the Second Amended Disclosure Statement must clarify whether (i) the full amount of the BB Liquidating Trust Interests will be reserved, and (ii) whether any reserve at all will be made if no "Final Order" allowing the Bank Bondholder Claims is entered prior to the Effective Date. The Wilmer Cutler	• As set forth above, the Wilmer Cutler Group's concern regarding execution of the Settlement Agreement by all parties is no longer is relevant. As set forth in the Third Amended Plan and Third Amended Disclosure Statement, all parties have now reached and executed an agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H". • The Debtors submit that the Wilmer Cutler Group's objections regarding the proposed payment of certain creditors' professional fees, the releases, and the treatment of Bank Bondholder Claims are procedurally improper and premature as these are actually objections to confirmation of the Third Amended Plan and are not before the Court at this time. Notwithstanding the foregoing, the Third Amended Disclosure Statement notes the Wilmer Cutler Group's positions with respect to each of these issues. *See* Third Amended Disclosure Statement ¶¶ V.P.7, V.P.19, and I.C.10. • Pursuant to the Third Amended Plan, a Bank Bondholder Claim is a Subordinated Bank Bondholder Claim in Class 18 only if it is determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code. • Section V.B.17 of the Third Amended Disclosure Statement states that, if Class 17 votes to reject the Third Amended Plan, BB Liquidating Trust Interests will be reserved for distribution to holders of such claims but that distributions will be made only

Group additionally objects that the Second Amended Disclosure Statement must disclose that the Debtors have reserved the right to seek to disallow the Non-Subordinated Bank Bondholder Claims if Class 17 votes to reject the Second Amended Plan. • Because it is material to the Wilmer Cutler Group's determination on whether to vote for or against the Second Amended Plan, the Second Amended Disclosure Statement must clarify whether the Debtors are reserving the right to argue that the Bank Bondholder Claims should be subordinated under section 510(b) of the Bankruptcy Code and, if so, whether the Debtors indeed will seek to subordinate such claims. • WMB issued junior notes (the "WMB Junior Notes") in addition to the WMB Senior Notes. The Wilmer Cutler Group asserts that the Second Amended Plan and Second Amended Disclosure Statement must clarify whether the Debtors intend (i) that holders of WMB Junior Notes will not receive any distribution until and unless the holders of the WMB Senior Notes have been paid in full, or (ii) that holders of WMB Senior Notes and WMB Junior Notes must litigate amongst themselves, if necessary, the issue of whether holders of WMB Junior Notes may participate ratably in distributions. • The Wilmer Cutler Group asserts that Second Amended Disclosure Statement mischaracterizes the current status of the Bank Bondholder Claims. • The Wilmer Cutler Group further asserts that the Second Amended Disclosure Statement fails to give adequate disclosure regarding (i) whether JPMC is assuming the	on account of those Non-Subordinated Bank Bondholder Claims that are determined to be Allowed Claims pursuant to a Final Order. The Debtors believe that it is clear from the statement that only the *Allowed* Claims of holders of Bank Bondholder Claims that have rejected the Plan will be entitled to distributions of BB Liquidating Trust Interests that the Debtors have reserved the right to seek to disallow such claims, and submit that no additional disclosure on this point is necessary. For the avoidance of doubt, Section V.B.17 of the Third Amended Disclosure Statement specifies that the full amount BB Liquidating Trust Interests will be reserved even if the Non-Subordinated Bank Bondholder Claims have not yet been allowed or disallowed pursuant to a Final Order as of the Effective Date. • Section I.C.10 of the Third Amended Disclosure Statement clarifies that the Debtors reserve the right to assert that the Bank Bondholder Claims, and any portion thereof, should be subordinated pursuant to section 510(b) of the Bankruptcy Code. • As defined by the Third Amended Plan, the Class of "Bank Bondholder Claims" includes all of the proofs of claim listed on Exhibit "B" to the Settlement Agreement and thus may include both WMB Senior Notes and WMB Junior Notes. If applicable, distributions will be made to such claimants under the Third Amended Plan regardless of contractual subordination rights. Section V.B.17 of the Third Amended Disclosure Statement clarifies that the phrase "subject to contractual subordination rights" in the Third Amended Plan means only that the rights, if any, of holders of Bank Bondholder Claims to enforce contractual subordination provisions are preserved; it does not mean that the Debtors will distinguish between holders of WMB Senior Notes and WMB Junior Notes when making

BKK Liabilities of WMB, and (ii) why Classes that will receive payment in full are designated as "impaired" under the Second Amended Plan. • Finally, the Wilmer Cutler Group repeats its objections regarding availability and intended use by the Reorganized Debtors of losses for tax purposes.	distributions. • The Debtors believe that Section IV.D.10 of the Third Amended Disclosure Statement accurately (and in a neutral manner) states the current status of the Bank Bondholder Claims and that the Third Amended Disclosure Statement addresses the Wilmer Cutler Group's objection in this regard. Specifically, the Third Amended Disclosure Statement provides (i) that the Debtors objected to certain Bank Bondholder Claims on the grounds that, *inter alia*, the holders of such claims lack standing to assert them and that the asserted claims are otherwise insufficient as a matter of law; (ii) that the Creditors' Committee filed a joinder to the Debtors' objection; (iii) that certain holders of Bank Bondholder Claims filed responses to the Debtors' objections; (iv) that the Debtors filed a reply brief; and (v) that the Court held an initial hearing to consider the Debtors' objections; (vi) that the Court did not dismiss the Bank Bondholder Claims on the basis of standing; and (vii) that the Debtors and the holders of Bank Bondholder Claims are negotiating a proposed discovery schedule. • The Debtors submit that the issue of whether or not JPMC has assumed any BKK-related liabilities that WMB may have is solely an issue between JPMC and the FDIC Receiver, and that resolution of such issue is subject to an interpretation of the provisions of the Purchase and Assumption Agreement. It is not a proper objection to the Disclosure Statement Motion. • The Objection of the Wilmer Cutler Group regarding impairment is a confirmation objection and is not before the Court at this time. Notwithstanding the foregoing, the Debtors submit that certain Classes are designated as "impaired" even though the Debtors project that they will receive payment in full, because the legal and contractual rights of the members of such

	Classes (including, for example rights creditors may have to receive immediate payment and to receive payment in Cash as opposed to some other form of consideration) may be altered pursuant to the Third Amended Plan. • Articles VI and IX of the Third Amended Disclosure Statement contain disclosures regarding the Debtors' financial projections and, in particular, an analysis of the availability of net operating losses to offset future taxable income. In these sections, as well as in the valuation analysis attached as Exhibit "D" to the Third Amended Disclosure Statement, the Debtors disclose the impact on their financial projections for the Reorganized Debtors and on the estimated enterprise value of the Reorganized Debtors if such net operating losses are not available.

Objection of the Washington Mutual Bank Noteholders (Represented by Bracewell & Guiliani LLP) **(Docket No. 4422)**	
Objection	**Response**
• The Washington Mutual Bank Noteholder Group represented by Bracewell Guiliani LLP (the "Bracewell Guiliani Group") asserts that the Second Amended Disclosure Statement must specify, at least for voting purposes, which of the Bank Bondholder Claims the Debtors consider to be "Non-Subordinated" and included in Class 17 and which they consider to be "Subordinated" and included in Class 18. • In addition, the Bracewell Guiliani Group asserts that the Second Amended Disclosure Statement indicates that the Debtors maintain that the Bank Bondholder Claims are derivative of WMB's claims and are not direct claims against WMI. The Bracewell Guiliani Group argues that it is thus unclear whether distributions will be made directly to holders of Bank Bondholder Claims or whether holders of Bank Bondholder Claims may vote on the Second Amended Plan. • The Bracewell Guiliani Group objects that holders of Bank Bondholder Claims may vote in favor of the Second Amended Plan under the assumption that they will receive distributions as members of Class 17, but later find out that the Debtors are seeking to subordinate their claims and treat them as members of Class 18. • The Bracewell Guiliani Group asserts that the Second	• Pursuant to the Third Amended Plan, a Bank Bondholder Claim is a Subordinated Bank Bondholder Claim in Class 18 only if it is determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code. • As set forth in Section I.C.10 of the Third Amended Disclosure Statement, the FDIC Receiver and FDIC Corporate represent in the Settlement Agreement that the Bank Bondholder Claims are derivative of the claims asserted by the FDIC Receiver, FDIC Corporate and the Receivership in the FDIC Claim and the D.C. Action and the claims that have or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors that are being released, discharged or settled pursuant to the Settlement Agreement and the Plan. Indeed, in their Statement Concerning Rule 2019 and Request that Sanctions Be Entered Against the Debtors [Docket No. 3759], the Bracewell Giuliani Group asserted that the claims asserted in their proofs of claim "belong to the Receivership" and not to the members of the Bracewell Giuliani Group. Regardless of whether the Bank Bondholder Claims are direct or derivative, however, distributions pursuant to the Third Amended Plan will be made directly to holders of Bank Bondholder Claims and such holders that, to the extent otherwise entitled to vote, may cast votes on the Third Amended Pan. • Section I.C.10 of the Third Amended Disclosure Statement clarifies that the Debtors reserve the right to assert that the Bank

Amended Disclosure Statement fails to clarify whether distributions under the Second Amended Plan will attempt to enforce contractual subordination provisions between holders of WMB Senior Notes and WMB Junior Notes. • The Bracewell Guiliani Group further objects that the Second Amended Disclosure Statement must be revised to clarify whether membership in Class 17 is intended to be limited to those holders of WMB Senior Notes identified on specific proofs of claim and suggests that the Second Amended Plan be revised to provide that the date the proof of claim was signed be deemed the voting record date for the Bank Bondholder Claims. • The Bracewell Guiliani Group requests that the Court treat such claims as temporarily allowed for voting purposes.	Bondholder Claims, and any portion thereof, should be subordinated pursuant to section 510(b) of the Bankruptcy Code. • As defined by the Third Amended Plan, the Class of "Bank Bondholder Claims" includes all of the proofs of claim listed on Exhibit "B" to the Settlement Agreement and thus may include both WMB Senior Notes and WMB Junior Notes. If applicable, distributions will be made to such claimants under the Third Amended Plan regardless of contractual subordination rights. Section V.B.17 of the Third Amended Disclosure Statement clarifies that the phrase "subject to contractual subordination rights" in the Third Amended Plan means only that the rights, if any, of holders of Bank Bondholder Claims to enforce contractual subordination provisions are preserved; it does not mean that the Debtors will distinguish between holders of WMB Senior Notes and WMB Junior Notes when making distributions. • As defined by the Third Amended Plan, the Class of "Bank Bondholder Claims" includes all of the proofs of claim listed on Exhibit "B" to the Settlement Agreement (and only those claims). • Because the Debtors have objected to all Bank Bondholder Claims, such claims (including the Bracewell Guiliani Group's claims) are disallowed for voting purposes, unless the Court orders otherwise prior to the Voting Deadline (July 21, 2010).

Objection of the Washington Mutual Bank Noteholders (Represented by Drinker Biddle & Reath LLP) **(Docket No. 4425)**	
Objection	**Response**
• The Washington Mutual Bank Noteholders Group represented by Drinker Biddle & Reath LLP (the "DBR Group") asserts that the Second Amended Disclosure Statement must specify, at least for voting purposes, which of the Bank Bondholder Claims they consider to be "Non-Subordinated" and included in Class 17 and which they consider to be "Subordinated" and included in Class 18. • In addition, the DBR Group notes that the Debtors have objected to the vast majority of the Bank Bondholder Claims. The DBR Group requests that the Court treat such claims as temporarily allowed for voting purposes, in light of the fact that the Second Amended Plan provides for different treatment of creditors in Class 17 depending on whether the Class votes to accept the Plan. • The DBR Group asserts that the Second Amended Disclosure Statement mischaracterizes the current status of the Bank Bondholder Claims. • The DBR Group further asserts that the Second Amended Disclosure Statement should clarify whether the distributions on account of Non-Subordinated Bank Bondholder Claims in Class 17 will be made to the holders of such claims even if such claims are treated as derivative of WMB's claims.	• Pursuant to the Third Amended Plan, a Bank Bondholder Claim is a Subordinated Bank Bondholder Claim in Class 18 only if it is determined pursuant to a Final Order to be subordinated in accordance with section 510(b) of the Bankruptcy Code. • Because the Debtors have objected to all Bank Bondholder Claims, such claims (including the Bracewell Guiliani Group's claims) are disallowed for voting purposes, unless the Court orders otherwise prior to the Voting Deadline (July 21, 2010). • The Debtors believe that Section IV.D.10 of the Third Amended Disclosure Statement accurately (and in a neutral manner) states the current status of the Bank Bondholder Claims and that the Third Amended Disclosure Statement addresses the Wilmer Cutler Group's objection in this regard. Specifically, the Third Amended Disclosure Statement provides (i) that the Debtors objected to certain Bank Bondholder Claims on the grounds that, *inter alia*, the holders of such claims lack standing to assert them and that the asserted claims are otherwise insufficient as a matter of law; (ii) that the Creditors' Committee filed a joinder to the Debtors' objection; (iii) that certain holders of Bank Bondholder Claims filed responses to the Debtors' objections; (iv) that the Debtors filed a reply brief; and (v) that the Court held an initial hearing to consider the Debtors' objections; (vi) that the Court did not dismiss the Bank Bondholder Claims on the basis of standing; and (vii) that the Debtors and the holders of Bank Bondholder Claims are negotiating a proposed discovery

• The DBR Group asserts that the Second Amended Disclosure Statement fails to disclose why the Misrepresentation Claims (as defined in the DBR Group Objection) should be included in Class 17 rather than in Class 12 (General Unsecured Claims). • The DBR Group objects that the Second Amended Disclosure Statement must be revised to clarify whether the term "Bank Bondholder Claims" is intended to be limited to those holders of WMB Senior Notes identified on specific proofs of claim, without regard to any subsequent trades or amendments to such proofs of claim. • The DBR Group asserts that the Second Amended Plan inappropriately takes into account contractual subordination at the WMB level with respect to Bank Bondholder Claims.	schedule. • As set forth in Section I.C.10 of the Third Amended Disclosure Statement, the FDIC Receiver and FDIC Corporate represent in the Settlement Agreement that the Bank Bondholder Claims are derivative of the claims asserted by the FDIC Receiver, FDIC Corporate and the Receivership in the FDIC Claim and the D.C. Action and the claims that have or may be asserted by the FDIC Receiver, FDIC Corporate and the Receivership against the Debtors that are being released, discharged or settled pursuant to the Settlement Agreement and the Plan. Regardless of whether the Bank Bondholder Claims are direct or derivative, however, distributions under the Third Amended Plan will be made directly to holders of Bank Bondholder Claims and such holders that, to the extent otherwise entitled to vote, may cast votes on the Third Amended Pan. • The DBR Group's Objection regarding the appropriateness of the Third Amended Plan's classification of the Bank Bondholder Claims is a confirmation objection and is not before the Court at this time. • As defined by the Third Amended Plan, the Class of "Bank Bondholder Claims" includes all of the proofs of claim listed on Exhibit "B" to the Settlement Agreement (and only those claims). • As defined by the Third Amended Plan, the Class of "Bank Bondholder Claims" includes all of the proofs of claim listed on Exhibit "B" to the Settlement Agreement and thus may include both WMB Senior Notes and WMB Junior Notes. If applicable, distributions will be made to such claimants under the Third Amended Plan regardless of contractual subordination rights. Section V.B.17 of the Third Amended Disclosure Statement

	clarifies that the phrase "subject to contractual subordination rights" in the Third Amended Plan means only that the rights, if any, of holders of Bank Bondholder Claims to enforce contractual subordination provisions are preserved; it does not mean that the Debtors will distinguish between holders of WMB Senior Notes and WMB Junior Notes when making distributions.

6. Litigation Plaintiff Objections

Objection of American National Insurance Company (Docket No. 3708)	
Objection	**Response**
• National Western Life Insurance Company and its affiliates (collectively, the "Texas Group") are plaintiffs in that certain litigation style *American Nat'l Insurance Co. v. FDIC*, Case No. 09-1743 (RMC), pending in the United States District Court for the District of Columbia (such court, the "D.C. District Court," and such litigation, the "Texas Litigation"). As stated in the Third Amended Disclosure Statement, the D.C. District Court entered an order dated April 13, 2010 granting JPMC's and the FDIC Receiver's motions to dismiss. The Texas Group filed a motion on May 10, 2010, upon which the D.C. District Court has not yet ruled, seeking to amend or alter the D.C. District Court's April 13, 2010 order. The Texas Group asserts that the Disclosure Statement may not be approved because the Plan attempts to include the Texas Litigation in the Settlement Agreement and, thus, the Plan is patently unconfirmable.	• The Texas Group's Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan, and as approval of the Settlement Agreement and the Third Amended Plan are not before the Court at this time. Furthermore, the Texas Group's objection is without merit, as Section 2.7 of the Settlement Agreement requires only that WMI and the FDIC Parties use their reasonable best efforts to dismiss the Texas Litigation and to enjoin prosecution by third parties of claims such as those asserted in the Texas Litigation.
Supplemental Objection of American National Insurance Company (Docket No. 4426)	
Objection	**Response**
• In its supplemental Objection, the Texas Group voices concerns similar to those expressed in its first Objection. Specifically, the Texas Group argues that "the JPMC	• As with its first Objection, the Texas Group's supplemental Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended

Entities and the FDIC are judicially estopped from enforcing any provision of the Global Settlement Agreement that purports to divest the District Court of the District of Columbia of jurisdiction over the Texas Group's action."	Plan, and as approval of the Settlement Agreement and the Third Amended Plan are not before the Court at this time. Furthermore, as stated above, the Texas Group's objection is without merit, as Section 2.7 of the Settlement Agreement requires only that WMI and the FDIC Parties use their reasonable best efforts to dismiss the Texas Litigation and to enjoin prosecution by third parties of claims such as those asserted in the Texas Litigation.

Objection of Meltzer Investment and Walden Management Co. Pension Plan
Objection of Policemen's Annuity and Benefit Fund and Doral bank Puerto Rico
Objection of Ontario Teachers' Pension Plan Board

(Docket Nos. 3715, 3717 & 3718)

Objection	**Response**
• Meltzer Investment GmbH ("Metzler") and Walden Management Co. Pension Plan ("Walden"), Policemen's Annuity and Benefit Fund of the City of Chicago ("Policemen's Fund") and Doral Bank Puerto Rico ("Doral"), and Ontario Teachers' Pension Plan Board ("Ontario Teachers," and collectively, with Metzler, Walden, Policemen's Fund and Doral, the "Lead Plaintiffs"), each on behalf of their respective putative securities class of all persons who purchased or otherwise acquired common stock of WMI, object to the adequacy of the Disclosure Statement on the following grounds: • The Disclosure Statement does not provide a complete and accurate description of the status of the respective securities litigations;	• On May 19, 2010, the Court entered orders [Docket Nos. 3811 and 3814] approving stipulations between the Debtors and each of Metzler, Walden and Ontario Teachers (collectively, the "Stipulating Plaintiffs") in which the Stipulating Plaintiffs agreed that, pursuant to section 510(b) of the Bankruptcy Code, their claims against the Debtors are Subordinated Claims, as defined in Section 1.182 of the Third Amended Plan. • The Debtors submit that the Third Amended Disclosure Statement contains adequate information. Specifically, Sections IV.D.13.e(i) and (iv) and Section IV.D.13.g of the Third Amended Disclosure Statement contain a description of each of the Lead Plaintiffs' securities litigations and the status thereof. In addition, the Third Amended Disclosure Statement contains a revised description of certain of these litigations that incorporates in material form the Lead Plaintiffs' suggested

• The Disclosure Statement fails to describe and the Plan fails to provide an adequate protocol for the preservation and/or destruction of the Debtors' records or documents whether transferred to the Liquidating Trust or otherwise retained by the Reorganized Debtors; • The Disclosure Statement does not provide any basis for the extension of stays or injunctions for the period beyond the Confirmation Date and such extension is inappropriate and prejudicial. In addition, the Plan release and injunction provisions are overly broad, ambiguous and improper; and • The Disclosure Statement fails to adequately describe available insurance as it relates to the Lead Plaintiffs' claims or disclose whether the Plan intends to deny their right to proceed with their claims against the Debtors' available insurance coverage.	language regarding the securities litigations. • Nothing in the Bankruptcy Code, applicable laws or rules, or otherwise requires the Debtors to establish a protocol for the preservation and/or destruction of the Debtors' records or documents, and an objection to the Third Amended Disclosure Statement is not the appropriate procedural tool to request such a protocol. To the extent, however, that the Lead Plaintiffs' litigation continues and the Liquidating Trustee assumes the defense thereof, in accordance with applicable law and rules of procedure, the Liquidating Trustee will honor any current litigation holds in respect of these lawsuits. • The Debtors submit that the Lead Plaintiffs' objection regarding the Third Amended Plan's injunctions is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan. Specifically, the Debtors are not required, at this time, to provide a basis for the scope of the stays and injunctions contained in the Third Amended Plan. Also, any objection to the breadth of the release and injunction provisions should be raised in connection with confirmation of the Third Amended Plan. • In addition, the Debtors submit that whether the Lead Plaintiffs should be authorized to pursue claims against the Debtors' insurance coverage and proceeds should be addressed in the Debtors' claims reconciliation process and not in the context of the hearing to approve the Third Amended Disclosure Statement.

7. BKK-Related Objections

Objection of California Department of Toxic Substances Control (Docket No. 3722)	
Objection	**Response**
• In its first objection, the California Department of Toxic Substance Control (the "CDTSC") asserted that the Plan was not feasible because the FDIC had not approved the Global Settlement and, in addition, that the Debtors' request to approve the Disclosure Statement was thus premature. • Furthermore, CDTSC asserts that the Disclosure Statement does not contain adequate information because it does not include a liquidation analysis, necessary financial information and projections, feasibility analysis, description of material litigation, including the BKK Litigation, and does not set forth the relative priorities among the holders of unsecured claims. • CDTSC additionally objects that the Disclosure Statement must clarify (i) whether JPMC is assuming all of the Debtors' BKK-related response cost and natural resource damage liabilities and (ii) whether JPMC is assuming WMB's BKK-related liabilities. • CDTSC additionally objects that the Disclosure Statement fails to identify the assets and liabilities of WMI Rainier LLC ("WMI Rainier"), whose BKK-related liabilities will not be assumed by JPMC pursuant to the Settlement	• As an initial matter, many of CDTSC's concerns are no longer relevant. As set forth in the Third Amended Plan and Third Amended Disclosure Statement, all parties have now reached and executed an agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H". • In addition, the Debtors submit that the Third Amended Disclosure Statement contains adequate disclosure regarding the topics named by CDTSC. Specifically, Article VI of the Third Amended Disclosure Statement contains financial information and projections regarding the proposed business of the Reorganized Debtors. Moreover, Section IV.D.13.j of the Third Amended Disclosure Statement discusses the BKK Litigation. In addition, the relative priorities among holders of unsecured claims are specifically set forth in the Subordination Model annexed to the Third Amended Plan as Exhibit "G." • Pursuant to Section 2.21 of the Settlement Agreement, JPMC is assuming all liabilities of the WMI Entities (other than WMI Rainier) for remediation or clean-up costs and expenses (excluding tort and tort related liabilities), in excess of applicable and available insurance, arising from or relating to the BKK Litigation, the Amended Consent Decree, and the Amended and Restated Joint Defense, Privilege and Confidentiality Agreement. In addition, JPMC must reimburse the Debtors for any distribution the Debtors become obligated to

Agreement. • Finally, CDTSC objects that the Disclosure Statement fails to clarify various alleged ambiguities in the Plan's release and injunction provisions. CDTSC appears to be primarily concerned with whether the Plan intends to release WMI Rainier, JPMC, the FDIC Receiver, FDIC Corporate and the Receivership for BKK-related liabilities	make on account of remediation or clean-up costs and expenses contained in the BKK Proofs of Claim that is not otherwise covered by the BKK-Related Policies and/or reimbursed by the BKK-Related Carriers. • WMI Rainier is not a Debtor and thus that the Debtors are not required to disclose the assets and liabilities of WMI Rainier. • The issue of whether or not JPMC has assumed any BKK-related liabilities that WMB may have is solely an issue between JPMC and the FDIC Receiver, and resolution of such issue is subject to an interpretation of the provisions of the Purchase and Assumption Agreement. • The Debtors submit that CDTSC's objections regarding the release and injunction provisions are procedurally improper and premature, as they are actually objections to confirmation of the Third Amended Plan, and the issue of whether the Third Amended Plan's releases and injunctions are appropriate is not before the Court at this time. Nonetheless, to address the concerns of CDTSC regarding the Plan's release and injunction provisions (whether raised in its first or its supplemental Objections), the Debtors submit that, pursuant to the Third Amended Plan, any and all claims held by Entities against WMB, FDIC Corporate, and/or FDIC Receiver in the Receivership are explicitly excluded from the definition of Released Claims. Furthermore, the Third Amended Plan's definition of Released Claims is not intended to include CDTSC's direct claims against JPMC or WMI Rainier LLC. Accordingly, the Debtors submit that the release and injunction provisions in the Third Amended Plan are unambiguous and that the Third Amended Disclosure Statement gives adequate disclosure of the scope and effect thereof.

Supplemental Objection of CDTSC (Docket No. 4424)	
Objection	**Response**
• In its supplemental Objection, CDTSC reiterates the arguments set forth in its first Objection. • In addition, CDTSC asserts that the Second Amended Disclosure Statement must additionally disclose (i) the scope of "tort and tort-related liabilities" that are excluded from the BKK Liabilities assumed by JPMC pursuant to the Settlement Agreement, and (ii) the rationale for excluding "tort and tort-related liabilities" and WMI Rainier's liabilities from the BKK-related liabilities assumed by JPMC pursuant to the Settlement Agreement. • CDTSC additionally asserts that the Second Amended Disclosure Statement must clarify the value of the BKK Liabilities assumed by JPMC because these liabilities are counted as consideration to the Debtors under the Settlement Agreement. • CDTSC asserts that the Second Amended Disclosure Statement must clarify whether the BKK Liabilities, which are defined as "liabilities . . . in excess of applicable and available insurance," include liabilities in excess of (i) insurance policy limits or (ii) amounts actually paid by insurers. • CDTSC also argues that the statement in the Second Amended Disclosure Statement providing that "nothing in the Plan or Settlement Agreement is intended to release	• Section IV.D.13.j of the Third Amended Disclosure Statement discusses the BKK Litigation. To the extent that CDTSC objects that additional disclosure is needed regarding the rationale for excluding certain BKK-related liabilities from those assumed by JPMC, the Debtors submit that any additional disclosure regarding the strengths and weaknesses of the parties' positions on the matter and the costs and benefits of the proposed resolution could undermine and adversely affect the Debtors' strategy (to the detriment of their estates) if the Settlement Agreement and Third Amended Plan are not approved by the Court. The Debtors submit that the same considerations counsel against providing additional disclosure regarding the value of the BKK Liabilities assumed by JPMC pursuant to the Settlement Agreement. Accordingly, the Debtors submit that the Third Amended Disclosure Statement is adequate in this regard and that additional disclosure is neither required nor appropriate. • To the extent CDTSC objects that the Third Amended Plan does not support a disclosure that direct claims against WMI Rainier are not released pursuant thereto, such objection is unfounded. Although WMI Rainier may be a "Released Party" pursuant to the Plan, it is only *Released Claims* against WMI Rainier that are released or enjoined pursuant to the Third Amended Plan. The Third Amended Plan's definition of Released Claims is not intended to include claims asserted directly against WMI Rainier and its assets. • NAMCO is not a Debtor and the Debtors are not required to

WMI Rainier from claims asserted against WMI Rainier and its assets relating to the BKK Litigation" is unsupported because WMI Rainier is defined as a "Released Party" in the Second Amended Plan. • CDTSC asserts that the Second Amended Disclosure Statement must account for BKK-related funds possessed or owed to NAMCO, a subsidiary of WMB, that CDTSC understands lent money to BKK Corporation in or around 2003.	disclose the assets and liabilities of NAMCO.

Objection of BKK Joint Defense Group **(Docket No. 3720)**	
Objection	**Response**
• The first Objection of the BKK Joint Defense Group ("BKK Group") joins the objections of the California Department of Toxic Substances Control and objects that the Disclosure Statement was based on a settlement that was not yet accepted by all of the parties, and that it did not contain a liquidation analysis or financial analyses. In addition, the BKK Group asserts that the First Objection Deadline was improper because it was fixed by the Debtors and not the Court, and that the 28-day notice period should not have begun to run until the unresolved issues in the Plan and Disclosure Statement were resolved. The BKK Group objects that, for the same reasons, the proposed voting deadline, confirmation hearing date, and deadline for	• As an initial matter, the BKK Group's concern regarding the status of the Settlement Agreement no longer is relevant. As set forth in the Third Amended Plan and Third Amended Disclosure Statement, all parties have now reached an executed agreement, annexed to the Third Amended Plan as Exhibit "H." In addition, the Third Amended Disclosure Statement contains a liquidation analysis (attached as Exhibit "C" thereto) and financial projections, in Article VI. • Moreover, the Debtors do not believe the voting deadline, confirmation hearing date or confirmation objection deadline are premature. The Third Amended Plan and Third Amended Disclosure Statement were filed contemporaneously herewith on June 2, 2010. As set forth in the proposed order to the Third

objections to confirmation are premature. • The BKK Group objects to the Debtors' proposed voting procedures because (i) creditors and equity holders who are not entitled to vote on the plan are not given an opportunity to opt out of the releases, (ii) it is fundamentally unfair to proscribe the BKK Group a claim of $1 due to the fact its claim is unliquidated, given that the BKK Group's claim is alleged to have a value well in excess of $1, (iii) the proposed Record Date provides insufficient time within which creditors can obtain a timely estimation or temporary allowance order, and (iv) Debtors' proposal that, for voting purposes, most claims will be in the scheduled amount rather than the amount on the proof of claim is inappropriate.	Amended Disclosure Statement, the Voting Deadline is not until July 21, 2010. This date provides voting Entities with more than sufficient time to cast informed votes. • The Debtors believe that the hearing notice and objection deadlines for the Disclosure Statement Motion, as well as the voting and solicitation procedures proposed therein, are in compliance with the Bankruptcy Code and applicable rules. Specifically, Bankruptcy Rule 3017 provides that "after a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement ***and any objections or modifications thereto***." The Debtors submit that the Bankruptcy Code specifically contemplates that a plan or disclosure statement may be modified subsequent to the initial filing thereof without interrupting the required notice period. Indeed, plans and disclosure statements are frequently amended in chapter 11 cases subsequent to the initial filing thereof without requiring a corresponding adjournment of the disclosure statement hearing. Accordingly, the hearing notice and objection deadline for the Third Amended Disclosure Statement comply with the Bankruptcy Code and applicable rules. This is further confirmed by the fact that the Bankruptcy Court itself, during the May 19 Status Conference, set the Second Objection Deadline and June 3, 2010 Disclosure Statement Motion hearing date. With respect to the proposed confirmation objection and voting deadlines, the Debtors' procedures provide at least 39 days' notice of the deadline to object to confirmation of the Third Amended Plan (well in excess of the 28 days required by Rule 2002 of the Bankruptcy Rules) and at least 41 days' notice of the

	voting deadline. The Debtors submit that these notice periods are sufficient. The BKK Group's objection that the proposed Voting Record Date does not give creditors sufficient time to seek to have the Court estimate or temporarily allow, for voting purposes, their claims, is without merit. Pursuant to paragraph 42 of the Disclosure Statement Motion, any creditor may file a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing, for voting purposes, such creditor's claim in an amount different than the amount proscribed to such claim for voting purposes by the Debtors, provided that (i) such motion is filed on or prior to June 18, 2010 and (ii) the Court shall have determined the amount of the claim for voting purposes prior to confirmation of the Third Amended Plan. Thus, there is sufficient time for creditors to obtain estimation and temporary allowance of claims for voting purposes, particularly in light of the fact that the Disclosure Statement Motion describing these procedures was filed on April 23, 2010. • The BKK Group's complaint about assigning their claim a value of $1 for voting purposes is not persuasive. This value assignment is for voting purposes only. Because their claim was filed in an unliquidated amount, absent liquidation of their claim, this is the only practical way to enable them to vote. • The BKK Group's final objection is similarly without merit. Pursuant to the Debtors' proposed voting procedures, described in paragraph 41(a) of the Disclosure Statement Motion, a claim is temporarily allowed for voting purposes in the amount stated on the proof of claim as long as such claim was timely filed in an amount that is liquidated, non-contingent, and undisputed. Accordingly, the scheduled amount would be used only if the

	party did not file a proof of claim. Disclosure Statement Motion ¶ 41(a).
Supplemental Objection of BKK Joint Defense Group **(Docket No. 4421)**	
Objection	**Response**
• In addition to reiterating arguments raised in its first Objection, the BKK Group's supplemental Objection argues that the Second Amended Plan cannot be confirmed because it contains unauthorized releases of claims against the Debtors and various third parties, including JPMC, the FDIC Receiver and WMI Rainier LLC. The BKK Group additionally objects to the Debtors' form of ballot, as the ballot incorporates the Plan Release provisions.	• The Debtors submit that the BKK Group's objection to the releases is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan, and that the Debtors are not required to establish the legal basis for the releases at this time.

8. Equity Interest Holder Objections

Objection of Equity Committee (Docket No. 3726)	
Objection	**Response**
• The official committee of equity interest holders (the "Equity Committee") originally objected that consideration of the Disclosure Statement was premature because the FDIC had not yet approved the Settlement Agreement and because allowance of the Bank Bondholder claims was, at the time of the filing of the Equity Committee's first Objection, a condition precedent to confirmation of the Plan. • The Equity Committee also objects that consideration of the Disclosure Statement should await the outcome of the Equity Committee's litigation seeking to compel a shareholders' meeting. • The Equity Committee further contends that the Disclosure Statement fails to provide adequate information regarding (i) JPMC's recovery under the Global Settlement and the Plan, (ii) the total amount of claims and the percentage recovery expected for each Class, (iii) the implementation of the Plan, (iv) certain litigations and investigations, (v) whether the releases are appropriate under applicable law, and (vi) whether the Plan improperly classifies similarly situated creditors.	• The Equity Committee's initial concerns have been resolved. The Settlement Agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H", has been executed by all parties. In addition, disallowance of the Bank Bondholder Claims no longer is a condition precedent to the Third Amended Plan or the Settlement Agreement, and the Debtors have proposed a reserve mechanism designed to limit the extent to which the Debtors' ability to make distributions to other creditors is impacted by the fact that litigation of the Bank Bondholders' claims will not be complete on the Effective Date. • The Debtors strongly urge the Court not to delay consideration of the Settlement Agreement, Third Amended Disclosure Statement and Third Amended Plan. The settlement is the culmination of months long, arms' length negotiations amongst several of the Debtors' constituencies and incorporates an intricate and interwoven series of transactions that will allow the Debtors to successfully emerge from chapter 11. The Debtors submit that any delay in the approval and implementation of the Third Amended Plan may jeopardize the agreement and undermine the Debtors' efforts. • The Debtors submit that the Third Amended Disclosure Statement contains adequate information regarding the Settlement Agreement. Specifically, Sections I.A–B, IV.D.8, IV.D.13, IV.D.15 and IV.D.17-20 of the Third Amended

	Disclosure Statement discuss the underlying litigation, the various claims of the Debtors, JPMC, the FDIC Receiver and FDIC Corporate, and the major assets in dispute. Furthermore, Sections I.C and IV.D.9 of the Third Amended Disclosure Statement discuss the terms of the Settlement Agreement. Given the sensitive nature of the underlying litigation, the Debtors believe that any additional disclosure regarding the strengths and weaknesses of the claims asserted in the various litigations and the costs and benefits of settling as opposed to continuing such litigations, could undermine and adversely affect the Debtors' litigation strategy (to the detriment of the Debtors' estates) if the Settlement Agreement and Third Amended Plan are not approved by the Court. • Article II of the Third Amended Disclosure Statement provides information regarding the estimated percentage recovery for each Class. In addition, Sections IV.D.13 and IV.D.14 of the Third Amended Disclosure Statement provide summaries of material litigation and investigations that the Debtors believe are noteworthy and significant to allow parties in interest to make an informed decision regarding the Third Amended Plan. The Debtors submit that no additional disclosure is necessary. • With respect to the releases and classification of claims, the Debtors believe that the Equity Committee's Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan.

Supplemental Objection of Equity Committee (Docket No. 3796)	
Objection	**Response**
• In its supplemental Objection, filed on May 18, 2010 (prior to the Debtors' filing of the Second Amended Disclosure Statement on May 21, 2010), the Equity Committee objected that the Plan was not feasible as the Settlement Agreement had not yet been executed by the parties thereto. • In addition to reiterating arguments made in its first Objection, the Equity Committee made certain new arguments. First, the Equity Committee objects that the First Amended Disclosure Statement failed to disclose the impact on the Plan if the Bank Bondholder Claims were allowed by the Court in excess of $150 million. (The Third Amended Disclosure Statement contains no additional disclosure on this point.) • The Equity Committee objects that the Debtors must disclose the assets that comprise the Plan Contribution Assets. • The Equity Committee further objects that the Debtors' liquidation analysis relies on unsupported assumptions including, among others, the assumption that a chapter 7 trustee would (i) conclude that consummation of the Settlement Agreement is in the best interest of the estate, (ii) be forced to sell WMRRC at a fire-sale price, and (iii) cause the Debtors' estates to incur an additional $84 million	• As stated above, the Equity Committee's initial concerns have been resolved. The Settlement Agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H", has been executed by all parties. • Section I.C.10 of the Third Amended Disclosure Statement discloses that certain parties have asserted that the Third Amended Plan's treatment of the Bank Bondholder Claims is improper. • Exhibit "G" of the version of the Settlement Agreement filed with the Third Amended Plan lists the Plan Contribution Assets. Thus, the Debtors believe that the Equity Committee's objection in this regard has been addressed. • The liquidation analysis, attached as Exhibit "C" to the Third Amended Disclosure Statement, discusses the reasonableness of the assumptions upon which it relies. The Debtors submit that no additional disclosure is needed. • The Blackstone Valuation Analysis, attached as Exhibit "D" to the Third Amended Disclosure Statement, has been revised to address most of the Equity Committee's objections, including objections regarding the impact on the Valuation Analysis of the availability of net operating losses and the tax attributes and consequences of the transactions contemplated in the Third Amended Plan, and also regarding how Blackstone weighed

in professional fees and operational expenses. • The Equity Committee argued that Blackstone's valuation of the enterprise value of the Reorganized Debtors and of the value of the Rights Offering (i) fails to state whether, or how, it factors in the Debtors' net operating losses, (ii) fails to mention any tax attributes or consequences as a result of the transactions contemplated by the Debtors, (iii) fails to include any quantitative analysis to show the assumptions and cash flows used to value the Reorganized Debtors, (iv) fails to include any analysis supporting the precedent transactions and comparable company analysis, and (v) fails to disclose how Blackstone weighted each of the three valuation methodologies.	each of the three valuation methodologies. To the extent that additional information is necessary for parties in interest to evaluate the Valuation Analysis, the Debtors submit that such information is available elsewhere in the Third Amended Disclosure Statement (*e.g.*, Article VI of the Debtors' financial projections) or is otherwise publicly available. Accordingly, the Debtors submit that disclosure regarding the Debtors' enterprise valuation of the Reorganized Debtors and valuation of the Rights Offering set forth in the Third Amended Disclosure Statement is adequate.

First Objection of the Consortium of Trust Preferred Security Holders **(Docket No. 3694)**	
Objection	**Response**
• A consortium of holders of REIT Series (the "TPS Consortium") asserts that the Disclosure Statement should not be approved because it contains inadequate information concerning aspects of the Plan, the Global Settlement, and the negotiations thereof by "potentially-conflicted estate fiduciaries." Specifically, the TPS Consortium contends that the Disclosure Statement lacks adequate information regarding the Debtors' decision to enter into the proposed Settlement Agreement and the Debtors should provide more disclosure regarding their analysis of the claims, the costs and timeframe associated with litigating those claims	• The Debtors submit that the Third Amended Disclosure Statement contains adequate information regarding the Settlement Agreement. Specifically, Sections I.A–B, IV.D.8, IV.D.13, IV.D.15 and IV.D.17-20 of the Third Amended Disclosure Statement discuss the underlying litigation, the various claims of the Debtors, JPMC, the FDIC Receiver and FDIC Corporate, and the major assets in dispute. Furthermore, Sections I.C and IV.D.9 of the Third Amended Disclosure Statement discuss the terms of the Settlement Agreement. Given the sensitive nature of the underlying litigation, the Debtors believe that any additional disclosure regarding the strengths and

and the total value of the claims sought to be compromised. • In addition, the TPS Consortium requests information regarding the value of (i) WMI Investment's indirect membership interest in JPMC Wind Investment Portfolio LLC, (ii) the Visa Shares, (iii) the Visa Agreement, (iv) various insurance policies and benefit plans to be delivered to JPMC, as well as the estimated amount of the various liabilities to be assumed by JPMC, the estimated amount of any obligations or claims purported to be forgiven or waived by JPMC, and the estimated amount of total Plan distributions purported to be funded by JPMC. • The TPS Consortium further asserts that additional disclosure is required regarding (i) alleged conflicts of interests of counsel, (ii) the Exchange Event (as defined in the Third Amended Disclosure Statement) and the Downstream Undertaking (as defined in the Third Amended Disclosure Statement), (iii) the "opt-out" election related to the releases and (iii) the stock JPMC may elect to deliver to Class 18. • In addition, the TPS Consortium contends that the Disclosure Statement should not be approved because it does not contain a liquidation analysis. • Lastly, the TPS Consortium asserts that the Plan cannot be confirmed to the extent it involves non-consensual release of non-Debtors' claims against other non-Debtors.	weaknesses of the claims asserted in the various litigations and the costs and benefits of settling as opposed to continuing such litigations, could undermine and adversely affect the Debtors' litigation strategy (to the detriment of the Debtors' estates) if the Settlement Agreement and Third Amended Plan are not approved by the Court. • The Debtors submit that the TPS Consortium's request that the Debtors disclose their valuations of various assets, claims and liabilities transferred, assumed or released pursuant to the Settlement Agreement is no different than a request for additional disclosure regarding the Debtors' analysis of the merits of the Settlement Agreement. To the extent that the Debtors' valuation of assets and liabilities to be transferred, assumed or released pursuant to the Settlement Agreement is not disclosed in the Third Amended Disclosure Statement, the Debtors submit that additional disclosure poses similar risks as those stated above, and thus rely on their previous response in this regard. • The TPS Consortium's wholly unfounded allegations that Debtors' counsel, Weil, Gotshal & Manges LLP ("WG&M"), suffer from conflicts of interest are improperly asserted as objections to the Disclosure Statement Motion. Notwithstanding the foregoing, the Debtors' special litigation and conflicts counsel, Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel"), and not WG&M, represents the Debtors in positions in which the Debtors are adverse to JPMC. Quinn Emanuel, and not WG&M, represented the Debtors with respect to prosecution of the Turnover Action and defense of the JPMC Action, including evaluating the Debtors' claims and defenses in the litigations settled pursuant to the Settlement Agreement. • The Debtors submit that Section I.B.2.b the Third Amended

	Disclosure Statement contains adequate disclosure of the background regarding the Trust Preferred Securities, including the Exchange Event and the Downstream Undertaking. • JPMC is a public company and information regarding JPMC's stock is publicly available. The Debtors submit that additional disclosure is not required. • The Debtors' liquidation analysis is attached to the Amended Disclosure Statement as Exhibit "C". • The Debtors submit that the Third Amended Disclosure Statement provides adequate disclosure regarding the releases in the Third Amended Plan. To the extent that the TPS Consortium objects that such releases are unwarranted, the objection is procedurally improper and premature, as it is an objection to confirmation of the Amended Plan.
Second Objection of the Consortium of Trust Preferred Security Holders (Informal)	
Objection	**Response**
• In an informal supplemental objection, the TPS Consortium repeats arguments from its original Objection that (i) additional disclosure is required regarding the Debtors' decision to enter into the proposed Settlement Agreement, their analysis of the various claims settled pursuant to that agreement, the costs and timeframe associated with litigating those claims, the total value of the claims sought to be compromised, and the Debtors' valuations with respect to individual assets, claims and liabilities that will be transferred, assumed or released pursuant to the Settlement Agreement; and (ii) the Exchange Event and the	• With respect to disclosure regarding (i) the Settlement Agreement and the value of certain assets to be transferred, assumed or released pursuant to the Settlement Agreement, and (ii) the Exchange Event and the Downstream Undertaking, the Debtors rely on their response to the TPS Consortium's original Objection (which contained the same or similar arguments), set forth above. • The entities that negotiated and are party to the Settlement Agreement are listed in Section I.C of the Third Amended Disclosure Statement.

Downstream Undertaking. • The TPS Consortium argues that additional disclosure is needed regarding the identities of the parties purported to have negotiated on behalf of holders of the REIT Securities with respect to the "Settlement with the REIT Series Holders" referenced in the Amended Disclosure Statement. • The TPS Consortium further argues that additional disclosure is needed regarding the face amount of the D&O Policies and an estimate of available coverage remaining thereunder. • The TPS Consortium argues that additional disclosure is needed regarding the current status of the asset trust(s) associated with the Trust Preferred Securities, including the amount of dividends or other payments made on account of the Trust Preferred Securities during the Chapter 11 Cases.	• Section IV.D.20 of the Third Amended Disclosure Statement discloses the face amount of the D&O Policies and an estimate of available coverage remaining thereunder. • As set forth in Section IV.B.6.c of the Third Amended Disclosure Statement, since the Petition Date, WMI has not made any distributions on or in relation to the Trust Preferred Securities or paid any dividends on account of any class of WMI's equity securities, including preferred stock relating to the Trust Preferred Securities.
Third Objection of the Consortium of Trust Preferred Security Holders (Formal) **(Docket No. 4429)**	
Objection	**Response**
• In addition to the informal objection, the TPS Consortium filed a formal objection requesting that a letter from the TPS Consortium be included in the solicitation materials.	• An additional letter from the TPS Consortium would not be appropriate material to be included in the materials sent by the Debtors in connection with the solicitation of votes on the Third Amended Plan. The TPS Consortium proposed letter essentially outlines its confirmation objection and, as such, can and should be publicly filed on the Court's docket and should be addressed at the confirmation hearing.

Objections of Individual Common Equity Interest Holders (Form Letter A) **(The list of docket numbers is attached hereto as Exhibit B)**	
Objection	**Response**
• Certain holders of Common Equity Interests (collectively, the "Form A Shareholders") submitted form letters, in which the Shareholders state their disapproval of the Settlement Agreement. Specifically, the Form A Shareholders assert that (i) the Settlement Agreement was created without the input of the Equity Committee; and (ii) the Settlement Agreement "is a desperate attempt to end the lawsuits quickly at the expense of the equity shareholders." • The Form A Shareholders also object that the terms of the Settlement Agreement are not reasonable, particularly in light of "potential wrong doings" by certain third parties, including JPMC and the FDIC Receiver.	• The Form A Shareholders' objections are procedurally improper and premature, as they are actually objections to confirmation of the Third Amended Plan and approval of the Settlement Agreement, issues that are not before the Court at this time. • The Form A Shareholders' comments and allegations regarding alleged prepetition actions of third parties (*i.e.*, JPMC and the FDIC Receiver) are improperly asserted as objections to the Third Amended Disclosure Statement.
Objections of Individual Common Equity Interest Holders (Form Letter B) **(The list of docket numbers is attached hereto as Exhibit B)**	
Certain holders of Common Equity Interests (collectively, the "Form B Shareholders") object (collectively, the "Form B Objections") to the Disclosure Statement, and assert the following: • The Debtors have sold WMI assets without regard to such assets' true value, and the Disclosure Statement "does not pursue the FDIC or [JPMC] for any of the damages that [WMI] is due";	• The Form B Objections are actually objections to confirmation of the Third Amended Plan, and thus are procedurally improper and premature. Notwithstanding the foregoing, the Debtors' special litigation and conflicts counsel, Quinn Emanuel, and not WG&M, represents the Debtors in positions in which the Debtors are adverse to JPMC. Quinn Emanuel, and not WG&M, represented the Debtors with respect to prosecution of the Turnover Action and defense of the JPMC Action, including evaluating the Debtors' claims and defenses in the litigations settled pursuant to the Settlement Agreement. Moreover, the

• The Debtors, and the Debtors' boards of directors, are not upholding their fiduciary responsibility to maximize the value of the estate for shareholders; • Debtors' counsel, WG&M, has a conflict of interest; and • The Debtors have refused to provide information to the Equity Committee.	Form B Shareholders' assertion that the Debtors have refused to share information with the Equity Committee is unwarranted. The Debtors have turned over all Rule 2004 discovery (for which the Debtors were able to obtain the consent of the producing party) to the Equity Committee and have had multiple discussions with the Equity Committee regarding the claims and causes of action being settled in the Settlement Agreement. • In addition, the Form B Shareholders' comments and allegations regarding alleged prepetition actions of third parties (*i.e.*, JPMC and the FDIC Receiver) are improperly asserted as objections to the Third Amended Disclosure Statement.
Objections of Individual Common Equity Interest Holders (Form Letter C) **(The list of docket numbers is attached hereto as Exhibit B)**	
Certain holders of Common Equity Interests (collectively, the "Form C Shareholders") object (collectively, the "Form C Objections") to the Disclosure Statement, and assert the following: • The Disclosure Statement lacks financial information and projections, asset valuation, waterfall scenarios, lists of unresolved claims, and estimates regarding litigation. • The Debtors' proposed plan is not confirmable because (i) certain of WMI's assets have not been disclosed or are under-valued, and (ii) no investigation into the seizure and sale of assets has occurred.	• Article VI of the Third Amended Disclosure Statement contains financial information and projections regarding the proposed business of the Reorganized Debtors. • Sections I.A–B, IV.D.8, IV.D.13, IV.D.15 and IV.D.17-20 of the Third Amended Disclosure Statement discuss the underlying litigation, the various claims of the Debtors, JPMC, the FDIC Receiver and FDIC Corporate, and the major assets in dispute. Sections I.C and IV.D.9 of the Third Amended Disclosure Statement discuss the terms of the Settlement Agreement. Given the sensitive nature of the underlying litigation, the Debtors believe that any additional disclosure regarding the strengths and weaknesses of the claims asserted in the various litigations and the costs and benefits of settling as opposed to continuing such litigations could undermine and adversely affect the Debtors' litigation strategy (to the detriment of the Debtors' estates) if the Settlement Agreement and Third Amended Plan are not

	approved by the Court. • The Form C Shareholders' request that the Debtors disclose their valuations of various assets transferred or obtained pursuant to the Settlement Agreement is no different than a request for additional disclosure regarding the Debtors' analysis of the merits of the Settlement Agreement. To the extent that the Debtors' valuation of assets to be transferred pursuant to the Settlement Agreement is not disclosed in the Third Amended Disclosure Statement, the Debtors submit that additional disclosure poses similar risks as those stated above, and thus rely on their previous response in this regard. • With respect to "waterfall scenarios," the Debtors submit that Article V of the Third Amended Disclosure Statement discusses the treatment of the various classes of claims and interests under the Plan. In addition, the relative priorities among holders of unsecured claims are set forth in the Subordination Model annexed to the Third Amended Plan as Exhibit "G". • To the extent that the Form C Shareholders object that disclosure of the Debtors' liabilities is inadequate, the Debtors submit that Section IV.B of the Third Amended Disclosure Statement discusses the Debtors' capital structure and significant prepetition indebtedness. In addition, note (g) to the Debtors' liquidation analysis, attached as Exhibit "C" to the Third Amended Disclosure Statement, sets forth the amount of unsecured claims filed against the Debtors' estates and the Debtors' estimate of the total amount of claims that will be allowed in these Chapter 11 Cases. • The Form C Shareholders' comments and allegations regarding alleged prepetition actions of third parties (*i.e.*, JPMC and the FDIC Receiver) are improperly asserted as objections to the

	Amended Disclosure Statement. • The Form C Shareholders' remaining objections are confirmation objections and thus are procedurally improper and premature.
Objections of Individual Common Equity Interest Holders (General Summary of Non-Conforming Objections) **(The list of docket numbers is attached hereto as Exhibit B)**	
Certain holders of Common Equity Interests filed objections (the "Non-Form Shareholder Objections") to the Disclosure Statement, asserting the following: • the Disclosure Statement lacks information, including a: (i) liquidation analysis; (ii) description of the accounting and valuation methods; (iii) valuation of the various claims asserted in the litigation against JPMC, the FDIC, and other entities; (iv) balance sheet illustrating the assets and liabilities of the Reorganized Debtors following the execution of the transactions described in the proposed plan; (v) numerical discussion of estimated recoveries of all classes; (vi) waterfall scenarios, and (vii) list of unresolved claims. • Debtors have not provided accurate and audited financial statements. • Disclosure Statement, proposed plan, and Settlement Agreement, do not provide information regarding ownership of the Trust Preferred Securities, and the current status thereof. • Disclosure Statement/proposed plan do not incorporate	• The Third Amended Disclosure Statement includes a liquidation analysis, attached as Exhibit "C" thereto, financial information and projections regarding the operations of the Reorganized Debtors in Article VI thereof, and a valuation analysis performed by Blackstone, attached as Exhibit "D" thereto, which has been revised to provide a more detailed description of Blackstone's analysis. The notes to the liquidation analysis in the Third Amended Disclosure Statement contain information regarding the total amount of outstanding claims against the Debtors, and the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, maintains a claims register, which includes information about the current status of claims and is publicly available at www.kccllc.net/wamu. With respect to "waterfall scenarios," the Debtors submit that Article V of the Third Amended Disclosure Statement discusses the treatment of the various classes of claims and interests under the Third Amended Plan. In addition, Section IV.B of the Third Amended Disclosure Statement discusses the Debtors' capital structure and significant prepetition indebtedness. Moreover, the relative priorities among holders of unsecured claims are set forth in the Subordination Model annexed to the Third Amended Plan as Exhibit "G." Given the sensitive nature of the underlying litigation, the Debtors believe that any additional disclosure regarding the strengths and weaknesses of the claims asserted in

"input" from the Equity Committee. • "Major parties" have not consented to the Settlement Agreement. • Proposed plan is not confirmable because no investigation into the actions of JPMC and FDIC Corporate and the FDIC Receiver regarding the seizure and sale of assets has occurred. • Holders of Dime Warrants should receive any recovery awarded pursuant to a final ruling in the Anchor Litigation, and any actions by the Debtors with respect to the pending Anchor Litigation is void. • The proposed plan was negotiated in bad faith; WG&M does not have the best interests of the estate in mind and has been negligent in its fiduciary duties; the Debtors' boards of directors do not have the best interests of the estate in mind; the Debtors are not upholding their fiduciary duty to maximize the value of the estate. • Equity holders will not receive a distribution pursuant to the proposed plan, and are not eligible to vote for or against such plan. • WMI is solvent. • Federal law prohibits JPMC from receiving estate tax dollars.	the various litigations, the costs and benefits of settling as opposed to continuing such litigations, and the values the Debtors assign to various assets, claims and liabilities transferred, assumed or released pursuant to the Settlement Agreement could undermine and adversely affect the Debtors' litigation strategy (to the detriment of the Debtors' estates) if the Settlement Agreement and Third Amended Plan are not approved by the Court. • Prior to the Petition Date, WMI publicly filed its audited financial statements with the Securities and Exchange Commission. Such public filings are available at www.sec.gov. Subsequent to the Petition Date, WMI has filed quarterly monthly operating reports, which are publicly available on this Court's docket. • The Trust Preferred Securities are discussed in Section I.B.2.b of the Third Amended Disclosure Statement. • The Settlement Agreement, executed by all parties, is attached as Exhibit "H" to the Third Amended Plan. • The assertion in the Non-Conforming Shareholder Objections regarding the extent of investigations of JPMC, FDIC Corporate and the FDIC Receiver is a confirmation objection and thus is procedurally improper and premature as confirmation of the Third Amended Plan and approval of the Settlement Agreement are not before the Court at this time. Notwithstanding the foregoing, such assertions are unwarranted. The circumstances leading to the federal takeover and sale of WMB are among the most heavily investigated of any financial failure in history. The entities and agencies that have investigated these matters include the Debtors themselves, the Creditors' Committee, the Equity Committee, the Federal Deposit Insurance Corporation, the

	Department of Labor, the Department of Justice, the Federal Bureau of Investigation, the Internal Revenue Service, the Securities and Exchange Commission, the United States Attorney for the Western District of Washington, the Attorney General of the State of New York, numerous class action law firms pursuing claims on behalf of shareholders, and the United States Congress. The Debtors conducted discovery of JPMC pursuant to Rule 2004 of the Bankruptcy Rules and, in that process, obtained and comprehensively reviewed over 40,274 pages of documents produced by JPMC. Notably, in light of the numerous and thorough investigations that already have taken place, this Court determined that appointment of an examiner to investigate these same issues was inappropriate and thus denied the Equity Committee's motion requesting the same. • Although the Debtors disagree with many if not all of the factual allegations and legal conclusions set forth in the Non-Form Shareholder Objections, for these purposes, the Debtors believe that it is sufficient to respond only that the remainder of the objections set forth in the Non-Form Shareholder Objections are confirmation objections or are otherwise not relevant to the relief sought by the Debtors in the Disclosure Statement Motion and thus are procedurally improper and premature as confirmation of the Third Amended Plan and approval of the Settlement Agreement are not before the Court at this time.

9. Objections by Holders of Dime Warrants

Objection of Broadbill Investment Corp. (Docket No. 3716)	
Objection	**Response**
▪ Broadbill Investment Corp. ("Broadbill") asserts that it owns Dime Bancorp Litigation Tracking Warrants relating to the Anchor Litigation ("LTWs") and that the Disclosure Statement must disclose that (i) the LTWs were not intended to be equity securities and (ii) because certain aspects of the Amended and Restated Warrant Agreement, dated March 11, 2003, were breached, holders of LTWs are entitled to certain claims against the Debtors. ▪ Broadbill asserts the Disclosure Statement must disclose the existence and impact of the litigation regarding the nature of the LTWs (the "Declaratory Judgment Action") on the confirmability of the Plan. ▪ Furthermore, Broadbill asserts that the Plan is patently unconfirmable because the Plan's improper classification of LTWs violates section 1129(b) of the Bankruptcy Code.	▪ The Debtors submit that the hearing to approve the Third Amended Disclosure Statement is not the proper forum to adjudicate the merits of the Declaratory Judgment Action or the validity of Broadbill's underlying claims. ▪ Moreover, the Debtors believe that Broadbill's Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan, particularly with respect to Broadbill's concerns about classification of the LTWs and the impact of the Declaratory Judgment Action on the confirmability of the Third Amended Plan. ▪ The Declaratory Judgment Action is subject to the Debtors' motion to dismiss. Section IV.D.13.b of the Third Amended Disclosure Statement discusses Broadbill's Declaratory Judgment Action and discloses the substance of the motion to dismiss and the consequences if Broadbill's claims in the Declaratory Judgment Action are determined to be meritorious.

Supplemental Objection of Broadbill Investment Corp. **(Docket No. 4388)**	
Objection	**Response**
• Broadbill's supplemental Objection merely incorporates, by reference, its original objection, and does not raise new arguments regarding the Second Amended Disclosure Statement.	• The Debtors rely on their response to Broadbill's original Objection, as set forth above.

Objection of Nantahala Capital Partners, LP and Blackwell Partners, LP (Docket No. 3709)	
Objection	**Response**
▪ Nantahala Capital Partners, LP and Blackwell Partners, LP (collectively, the "Warrant Holders") assert that they own LTWs and that they believe they are entitled to vote on, and receive a meaningful distribution under, the Plan. The Warrant Holders assert that the Plan must be amended to (i) make resolution of the Declaratory Judgment Action a condition precedent to the Plan or (ii) provide for alternative treatment for the Warrant Holders if, pursuant to a ruling in connection with the Declaratory Judgment Action, it turns out that the Warrant Holders are entitled to vote on and receive a distribution under the Plan.	▪ The Debtors believe that the Warrant Holders' Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan, and approval of the Third Amended Plan is not before the Bankruptcy Court at this time. ▪ The Warrant Holders are not parties to the Declaratory Judgment Action. As of the date of this response, their claims are properly classified as Dime Warrants (Class 21) under the Third Amended Plan. ▪ As set forth in Section IV.D.13.b of the Third Amended Disclosure Statement, if the proponents of the Declaratory Judgment Action are successful then their claims will be treated as general unsecured claims under the Debtors' Third Amended Plan.
Supplemental Objection of Nantahala Capital Partners, LP and Blackwell Partners, LP (Docket No. 4412)	
Objection	**Response**
• The Warrant Holders largely reassert their points from their original objection and raise additional objections related to the implementation of the Second Amended Plan (i.e. the transfer of the Plan Contribution Assets).	• The Debtors' response to the Warrant Holders' original Objection is applicable to their supplemental Objection. In other words, the Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan, and approval of the Third Amended Plan is not before the Bankruptcy Court at this time.

10. Additional Objections and Reservations of Rights

Objection of the United States Trustee (Docket No. 4420)	
Objection	**Response**
• The U.S. Trustee asserts that the opt-out provision of the releases provided in section 43.6 of the Second Amended Plan are inconsistent and that the provisions requiring releases from parties receiving distributions are unduly coercive and would render the Second Amended Plan unconfirmable.	• The U.S. Trustee's Objection is procedurally improper and premature, as it is actually an objection to confirmation of the Third Amended Plan.

Reservation of Rights of the Creditors' Committee (Docket No. 3723)	
Objection	**Response**
• The Creditors' Committee asserts that it understands that the Disclosure Statement, as well as the exhibits to the Disclosure Statement, remain subject to continuing revisions and, thus, files a reservation of rights to the extent that the Debtors do not adequately adopt certain comments provided by the Creditors' Committee.	• See below.
Informal Objection of Creditors' Committee	
Objection	**Response**

• In an email letter to Debtors' counsel, the Creditors' Committee asserts that the Second Amended Disclosure Statement should be supplemented to disclose certain potential claims belonging to the Debtors' estates, including claims against third parties.	• The Debtors believe that revisions reflected in Sections 16.1 and 28.6 of the Third Amended Plan and Sections V.B.12 and V.D.6 of the Third Amended Disclosure Statement resolve the concerns of the Creditors' Committee with respect to disclosure of potential claims of the Debtors' estates against third parties.

Objection of FDIC-Receiver **(Docket No. 3721)**	
Objection	**Response**
• The Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank (the "FDIC Receiver") asserts that the Plan is not feasible as there is no definitive settlement.	• Subsequent to the FDIC Receiver filing this objection, all parties were able to reach and execute an agreement, a copy of which is attached to the Third Amended Plan as Exhibit "H".
FDIC-Receiver Reservation of Rights **(Docket No. 4443)**	
Objection	**Response**
• The FDIC Reciever asserts that it understands that the Second Amended Disclosure Statement remains subject to continuing revisions and, thus, files a reservation of rights to assert any objections it may have.	• N/A.