

FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

DEFINITIONS

The following terms (whether or not capitalized) shall have the meanings set forth below:

1. "Adversary Proceeding" refers to *JPMorgan Chase Bank, National Association v. Washington Mutual, Inc., et al.*, Adversary Proceeding No. 09-50551 (Bankr. D. Del.).

2. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. "Any," "all" and "each" shall be construed broadly, and shall mean , any, all, and each as necessary to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

4. "Capital Contributions" means the \$6.5 billion in capital contributions that WMI made to WMB from December 2007 through September 2008, as described in paragraph 25 of the complaint filed in the Washington DC Action.

5. "Communication" means any oral, written or electronic transmission of information, fact, opinion, belief, idea, statement, inquiry or otherwise, including without limitation any letter, correspondence, memorandum, electronic-mail message, note or meeting log, conversation, meeting, discussion, telephone call, facsimile, telegram, telex, conference or message.

6. "Concerning" means comprising, consisting of, concerning, referring to, reflecting, regarding, supporting, evidencing, relating to, prepared in connection with, used in preparation for, or being in any way legally, logically or factually concerned with the matter or document described, referred to or discussed.

7. "Document" is used in its broadest sense and mean and include any written or graphic matter or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings or other communications, interoffice and intraoffice telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, worksheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, cancelled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (and any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, microfiche, microfilm, videotape, records and motion pictures) and electronic, mechanical or electric records or representations of any kind (including without limitation tapes, cassettes, discs and records).

8. "FDIC" means or refers to the Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank, Henderson Nevada and in its corporate capacity.

9. "Governmental Unit" has the meaning set forth at 11 U.S.C. § 101(27).

10. "Including" means including but not limited to the referenced subject.

11. "Intercompany Amounts Due" means the Non-Debtor Subsidiary Promissory Notes and the Intercompany Receivables.

12. "Intercompany Receivables" means those certain intercompany receivables, with account numbers 28101 and 28120, initially owed WMI by WMB in the approximate amount of \$22.5 million.

13. "JPMC" means JPMorgan Chase Bank, National Association and JPMorgan Chase & Co., and any of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

14. "Non-Debtor Subsidiary Promissory Notes" means the WMB held by certain of WMI's non-bank, non-Debtor subsidiaries, H.S. Loan Corporation, H.S. Loan Partners, WMHFA Delaware Holdings LLC, and WMRP Delaware Holdings LLC, as predecessor in interest to PCA Asset Holdings LLC, under certain promissory notes in an approximate amount of \$177 million.

15. "Preferences" mean transfers of approximately \$152 million made to WMB, or to certain third parties for the benefit of WMB, by WMI in the one-year period immediately preceding the Petition Date.

16. "Texas Action" refers to *American Nat'l Ins. Co., et al., v. JPMorgan Chase & Co., et al.*, Case No. 3:09-cv-00044 (S.D. Tex.).

17. "Washington DC Action" refers to *Washington Mutual, Inc. and WMI Investment Corp. v. Federal Deposit Insurance Corporation*, No. 1:09-cv-00533 (D.D.C.).

18. "Washington Mutual" means or refers to WMI and WMB, and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

19. "WMB" means or refers to Washington Mutual Bank, Henderson, Nevada, and any and all of its current or former officers, directors, employees, shareholders,

agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

20. "WMB fsb" means or refers to Washington Mutual Bank, fsb, Utah, and any and all of its current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on its behalf, any of its parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

21. "WMI" means or refers to Washington Mutual, Inc. and WMI Investment Corp. (collectively, the "Debtors") and any and all of their current or former officers, directors, employees, shareholders, agents, staff, attorneys, accountants, outside consultants, representatives and other persons acting or purporting to act on their behalf, any of their parent corporations, holding companies, subsidiaries, affiliates, divisions, departments, predecessors and/or successors-in-interest.

22. "OTS" means or refers to the Office of Thrift Supervision.

23. "P&A Agreement" means or refers to the Purchase and Assumption Agreement, Whole Bank, among the Federal Deposit Insurance Corporation, as receiver of Washington Mutual Bank, Henderson, Nevada, the Federal Deposit Insurance Corporation and JPM, dated as of September 25, 2008.

24. "Petition Date" means or refers to September 26, 2008.

25. "Purchase Price" means the approximately \$1.9 billion JPMC paid to the FDIC for the assets of WMB.

26. "Transaction" means or refers to any means by which JPMorgan Chase might obtain, receive or succeed to Washington Mutual's businesses or properties, or any portion thereof, or any transaction preliminary, preparatory or incident thereto, including

any stock tender, stock purchase, asset purchase, assumption of deposit or other liabilities, merger, joint venture or partnership.

27. Any ambiguity in a discovery request shall be construed to bring within the scope of the discovery request all responses that otherwise could be construed to be outside of its scope.

INSTRUCTIONS

Each response must be made in accordance with the following instructions:

1. The responsive documents should be produced in the manner prescribed by the Federal Rules of Civil Procedure, as made applicable herein by the Federal Rules of Bankruptcy Procedure, including producing the requested documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the requests, and identifying the name of the person from whose files the documents were produced.

2. You are to produce the original and all non-identical copies, including all drafts, of each document requested. If you are not able to produce the original of any document, please produce the best available copy and all non-identical copies, including drafts.

3. Each request herein extends to all documents and communications in the possession, custody or control of you or anyone acting on your behalf. A document is deemed to be in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you: (1) own such document in whole or in part; (2) have a right, by contract, statute or otherwise, to use, inspect, examine or copy such document on any terms; (3) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (4) as a practical matter, have been able to use, inspect, examine, or copy such document

when you sought to do so. If any requested document was, but no longer is, in your control, state the disposition of each such document.

4. Any reference in these document requests to an individual or person include any and all agents, advisors, employees, representatives, attorneys, successors-in-interest, and all other persons or entities acting in his, her, or its behalf or under his, her or its control.

5. If any document is withheld under any claim of privilege, including without limitation, attorney-client privilege and attorney work product, you should provide the following information with respect to such document:

- (1) The date of the document;
- (2) The title of the document;
- (3) The name of its author(s) or preparer(s) and an identification by employment and title of each such person;
- (4) The name of each person who was sent or furnished with, received, viewed or has custody of the document or a copy thereof together with an identification by employment and title of each such person;
- (5) The request to which the document relates;
- (6) The title and description of the document sufficient to identify it without revealing the information for which privilege is claimed;
- (7) The claim of privilege under which it is withheld; and
- (8) A description of the subject matter of the document in sufficient detail to support your contention that the document is privileged;

6. If, after exercising due diligence to secure them, you cannot provide some or any of the requested documents, so state and provide all documents to the extent possible, specifying the reason for your inability to produce the remainder of the documents, and stating whatever information or knowledge you have concerning each document not produced.

7. If any requested document or other document potentially relevant to this action is subject to destruction under any document retention or destruction program, the documents(s) should be exempted from any scheduled destruction and should not be destroyed until the conclusion of this action or unless otherwise permitted by the Court.

8. If any document responsive to these requests is known to have existed and cannot now be located, or has been destroyed or discarded, set forth a complete statement of the circumstances surrounding such loss or destruction, including:

- (1) a description of the document, including the date, a summary of its contents and the identity of its author and the person(s) to whom it was sent or shown;
- (2) the last known custodian;
- (3) whether the document is missing or lost or was destroyed or discarded;
- (4) the date of loss, destruction or discard;
- (5) the manner of destruction or discard;
- (6) the reason(s) for destruction or discard;
- (7) the person(s) authorizing or carrying out such destruction or discard; and
- (8) the efforts made to locate lost or misplaced documents.

9. If an objection is made to any request, state your objection and the ground or grounds with particularity in your written response. If an objection is made only to

part of the request, identify that part in your written response and state your objection and the ground(s) therefore.

10. Each request shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive. Any request propounded in the singular shall also be read as if propounded in the plural and vice versa. Any request propounded in the present tense shall also be read as if propounded in the past tense and vice versa.

11. This request is a continuing one. If, after producing the requested documents, you obtain or become aware of any further documents responsive to this request, you are required to produce such additional documents. Supplemental responses should be served within thirty (30) days after such information or documents become known to you.

12. Unless otherwise specified, the time period covered by these requests is from January 1, 2004 to the present and shall encompass all documents and information relating in whole or in part to such period, or to events or circumstances during such period, even though dated, prepared, generated or received prior to that date.

REQUESTS FOR PRODUCTION OF DOCUMENTS

The Debtors request that JPMC produce the following documents in its possession, custody or control:

1. All documents concerning any agreement between JPMC and Washington Mutual concerning access to and/or disclosure of non-public, confidential or proprietary information in connection with any potential Transaction in 2008.

2. All documents concerning JPMC's disclosure of Washington Mutual's non-public, confidential or proprietary information to third parties, including but not limited to disclosure of such information to third parties to secure financing or raise capital in connection with any potential Transaction.

3. All documents concerning any communications with any Governmental Unit regarding non-public, confidential or proprietary information related to Washington Mutual, including but not limited to JPMC's receipt of non-public, confidential or proprietary information concerning Washington Mutual.

4. Documents sufficient to identify JPMC's company policies and procedures concerning the protection or disclosure of non-public, confidential or proprietary information.

5. All documents concerning JPMC's interest in any potential Transaction.

6. All documents concerning any attempt by JPMC to engage in any Transaction in the spring and summer of 2008, including but not limited to JPMC's bid to merge with, purchase, or acquire Washington Mutual in or about April 2008.

7. All documents concerning any communications between JPMC and Washington Mutual concerning JPMC's interest in any potential Transaction in the spring and summer of 2008.

8. All documents concerning any communications between JPMC and any third party, concerning JPMC's interest in any potential Transaction in the spring and summer of 2008, including any communications with the FDIC or any other Governmental Unit.

9. All documents concerning any due diligence performed by JPMC in connection with its interest in any potential Transaction in 2008.

10. All documents concerning any attempt by JPMC to engage in any potential Transaction in or about September 2008, including but not limited to any bid or offer by JPMC to merge with, invest in, or purchase Washington Mutual in or about September 2008.

11. All documents concerning capital contributions or investments received by JPMC in connection with any potential Transaction in or about September 2008.

12. All documents concerning any communications between JPMC and the media, including but not limited to The Wall Street Journal, any other print, on-line, broadcast, or cable news outlet, related to Washington Mutual, including but not limited to Washington Mutual's financial status, assets, and liabilities.

13. All documents concerning any due diligence performed by JPMC in connection with its execution of the P&A Agreement.

14. All documents concerning any communications between JPMC and any Governmental Unit concerning the seizure and/or sale of Washington Mutual, including but not limited to communications with the US Department of the Treasury, the FDIC, and/or the OTS.

15. All documents concerning actions considered or taken by any Governmental Unit concerning Washington Mutual, including but not limited to the seizure of WMB by the OTS and the appointment of FDIC as receiver.

16. All documents concerning any agreement or arrangement between JPMC and any Governmental Unit concerning any potential Transaction or Transaction on or prior to September 25, 2008, including but not limited to any agreement or arrangement with the OTS and/or FDIC.

17. All documents concerning any communications between JPMC and any Governmental Unit concerning any Transaction on September 25, 2008.

18. Documents sufficient to identify the names of all persons who negotiated on behalf of JPMC in connection with entering into the P&A Agreement.

19. All documents concerning any assessment, evaluation, consideration or analysis of the consideration provided by JPMC under the P&A Agreement, including but not limited to the assumption of any liabilities.

20. All documents concerning any assessment, evaluation, consideration or analysis of the Purchase Price.

21. All documents concerning any communications between JPMC and Washington Mutual concerning the Purchase Price.

22. All documents concerning any communications between JPMC and any third party concerning the Purchase Price, including but not limited to communications with the FDIC and/or the OTS concerning the Purchase Price.

23. All documents concerning the bid process established by the FDIC for the purchase of WMB, including documents concerning any communication between JPMC and the FDIC about the bid process for the purchase of WMB.

24. All documents concerning any assessment, evaluation, consideration or analysis of the consideration received by JPMC under the P&A Agreement, including the value of the assets of WMB that JPMC acquired pursuant to the P&A Agreement.

25. Documents sufficient to show JPMC's valuation of the assets of WMB on or about September 25, 2008.

26. All documents forming the basis for the statement in JPMC's Form 10-K for the period ending December 31, 2008 that "the fair value of the net assets [of WMB] acquired exceeded the purchase price...."

27. All documents concerning JPMC's allocation of the Purchase Price, including but not limited to allocation of the Purchase Price to the assets acquired by JPMC under the P&A Agreement on or about September 25, 2008.

28. All documents concerning JPMC's refinement of the allocation of the Purchase Price during the fourth quarter of 2008.

29. All documents concerning JPMC's recognition of extraordinary gains related to its acquisition of the assets of WMB.

30. All documents concerning any assessment, evaluation, consideration or analysis of negative goodwill resulting from the acquisition of the assets of WMB.

31. All documents concerning any assessment, evaluation, consideration or analysis of Washington Mutual's financial condition, including but not limited to Washington Mutual's debts, assets, liabilities, financial resources and capital, business reputation, and/or credit rating.

32. All documents concerning any communications between JPMC and any third party concerning Washington Mutual's actual or projected financial condition, including but not limited to any communications with the FDIC and/or OTS.

33. All documents concerning any assessment, evaluation, consideration or analysis of the capitalization of Washington Mutual in or about September 2008.

34. Documents sufficient to show JPMC's weighted average cost of capital, including but not limited to JPMC's cost of debt, cost of equity, yield on outstanding debt and the weighted average cost of capital for any loan or other financing obtained by JPMC.

35. All documents concerning any investigations by federal, state or municipal government bodies of JPMC related to its acquisition of the assets of WMB.

36. All documents concerning any lawsuit or other legal action brought against JPMC related to its acquisition of the assets of WMB.

37. All documents concerning JPMC's placement of former JPMC employees at Washington Mutual, including but not limited to, the placement or employment of Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen and Bill Murray.

38. All documents concerning the disclosure of any of Washington Mutual's non-public, confidential or proprietary information by former JPMC employees working at Washington Mutual, including but not limited to Stephen J. Rotella, Steve Fortunato, Taj Bindra, John Berens, Youyi Chen and Bill Murray.

39. To the extent not otherwise covered by these requests, all documents produced in the Texas Action that relate to Washington Mutual.

40. All documents concerning any internal communication or communication with any third party regarding JPMC's receipt or possession of the Capital Contributions.

41. All documents relating to WMI's transfer of the Capital Contributions to WMB, including JPMC's knowledge of the potential voidability of such transfer.

42. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the Capital Contributions.

43. All documents concerning any internal communication or communication with any third party regarding JPMC's receipt or possession of the Preferences.

44. All documents relating to WMI's transfer of the Preferences to WMB, including JPMC's knowledge of the potential voidability of such transfer.

45. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the Preferences.

46. All documents concerning any internal communication or communication with any third party regarding JPMC's assumption of the Intercompany Amounts Due.

47. Documents sufficient to identify the employees of JPMC involved in any negotiation relating to the assumption of the Intercompany Amounts Due.