

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-559-4000
FACSIMILE: 1-212-559-3588
WWW.SULLCROM.COM

*125 Broad Street
New York, NY 10004-2498*

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October 19, 2010

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

Two additional matters may give rise to JPMC's indemnity rights. *First*, potential claims by the Federal Housing Finance Agency ("FHFA"), as conservator of Fannie Mae and Freddie Mac, relating to WMB's mortgage origination and servicing activities. The FHFA has issued subpoenas to JPMC inquiring into, among other things, the origination and servicing files of the home loans backing securities in which Fannie Mae and Freddie Mac invested, along with the origination and underwriting guidelines that were in effect when those loans were originated. *Second*, potential claims by the National Credit Union Administration ("NCUA"), as conservator for two failed credit unions, relating to certain mortgage-backed securities that the failed credit unions had acquired. The NCUA has issued subpoenas to JPMC inquiring into, among other things, mortgage-backed securities that were issued or underwritten by WMB entities.

Federal Deposit Insurance Corporation

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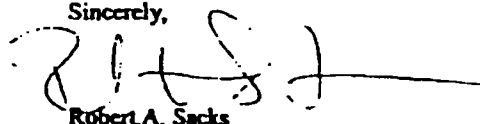
In addition, it has come to our attention that we may have inadvertently omitted to provide you with formal written notice of the investigations by the Financial Crisis Inquiry Commission and Permanent Subcommittee on Investigations, which you have been aware of and we discussed with your counsel on a number of occasions in the past. As you are aware, these investigations related to pre-failure events at WMB and are subject to indemnification under Section 12.1 of the Agreement. JPMC has incurred substantial fees in responding to subpoenas in connection with the investigations, and to the extent there are any further subpoenas or inquiries, may incur further fees.

To the extent JPMC incurs costs and expenses in connection with responding to these subpoenas, investigating these issues, or otherwise defending itself against any claims, these too are subject to indemnification. We are also advising you that JPMC may decide to settle any such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Sacks", with a long horizontal line extending to the right.

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6800
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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SAN FRANCISCO • SEATTLE • TORONTO
MILWAUKEE • CHICAGO

July 12, 2010

Via Federal Express

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Notice of Additional Claims

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of an additional matter for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the following adversary proceeding pending in the United States District Bankruptcy Court for the District of Delaware: *In re Washington Mutual Inc.*, Civ. Action No. CV-08-12229, Adversary Case No. 10-51387, filed July 7, 2010.

In this new adversary proceeding, the trust preferred consortium seeks, among other things, (a) a declaratory judgment that the trust securities were never transferred to WMB or JPMC, and (b) a declaratory judgment that JPMC was not a bona fide purchaser of the securities because of its inside knowledge of purported fraud. The complaint also claims that the Washington Mutual Preferred Funding entities engaged in

Federal Deposit Insurance Corporation

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fraud, aided and abetted in fraud and made negligent misrepresentations. Enclosed for your convenience is a copy of the complaint.

JPMC is advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with defending these class actions (and similar claims that other plaintiffs may bring) and that JPMC may decide to settle such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Very truly yours,

Robert A. Sacks /oze
Robert A. Sacks

(Enclosure)

cc: Travis F. Epes
Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
Tom Reeves
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DLA Piper LLP)

Stacey R. Friedman
(Sullivan & Cromwell LLP)

JPMORGAN CHASE & CO.

Travis F. Epps
Managing Director
Legal and Compliance Department

March 25, 2009

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Notice of Possible Claims

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB" or the "Failed Bank") and the transfer of certain assets and liabilities thereof to JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC"). On September 26, the shareholder of WMB, Washington Mutual Inc. and its affiliate WMI Investment Corp. (collectively "WMI"), filed for bankruptcy. We appreciate and look forward to a continued cooperative working relationship with the corporate and receivership staffs of the Federal Deposit Insurance Corporation (the "FDIC") with respect to matters that have arisen, and will continue to arise, in connection with the Washington Mutual resolution.

This letter supplements our letters of November 25, 2008 and March 10, 2009, and provides you with written notice of certain additional matters that we believe give rise to indemnity rights under Section 12.1 of the Agreement. The matters that are subject to indemnification involve potential claims by WMI, its shareholders, and/or creditors of WMI or WMB, against JPMC or its affiliates or that otherwise could cause JPMC or its affiliates to incur indemnifiable losses or expenses. We believe that FDIC staff and outside counsel are aware of each of these matters because most or all of them have been asserted during meetings at which you were represented and/or in a confidential draft settlement term sheet provided in writing by WMI to you and to us on March 11.

The additional matters for which indemnification exists include at least the following:

1. We have been made aware that others may seek to assert rights to existing and future tax refunds which, as you are aware, were acquired by JPMC from the receivership. These potential claims include, at minimum, claims by WMI and by WMB's creditors. In addition, the Internal Revenue Service ("IRS") has filed a claim against WMI in the Bankruptcy

JPMorgan Chase & Co. - 270 Park Avenue, Floor 38, New York, NY, 10017-2014
Mail Code: NY1-K722

Telephone: 212-270-8228 - Facsimile: 212-270-0058
epes_tf4@jpmorgan.com

Federal Deposit Insurance Corporation

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Court in the approximate amount of \$10.2 billion, which the IRS asserts may be used to offset or otherwise reduce the amount of any tax refunds anticipated to be returned to the WMI consolidated group, a substantial portion of which JPMC is entitled to under the Agreement.

2. WMI and the Official Committee of Unsecured Creditors have threatened claims seeking funds held at WMB and WMB fsb totaling approximately \$4.3 billion as of September 30, 2008, on the basis that such funds should be considered property of the bankruptcy estate. JPMC believes that some or all of these funds belong to JPMC, including approximately \$234 million associated with state tax refund amounts allocable to WMB. To the extent the bankruptcy court awards to WMI amounts beyond any amounts properly creditable to WMI, JPMC is entitled to indemnity.

3. *In re WaMu ERISA Litigation*, No. 07-01874, is a pending litigation in the United States District Court for the Western District of Washington, asserting, among other things, that WMI's stock should not have been included as an investment choice in the Washington Mutual 401(k) Plan. We also understand there is pending litigation in the same court relating to WMB (or predecessors') pension plans, *Busis v. WaMu Pensions Plan*, No. 07-00903, and also a pending securities fraud litigation, *In re Washington Mutual Securities Litigation*, No. 08-1919. To the extent JPMC incurs any loss in connection with any of these litigations it is entitled to indemnity.

4. WMI has asserted claims to ownership of various pension plan assets and employee related BOLI/COLI insurance assets which are the property of JPMC under the terms of the Agreement. To the extent JPMC is prevented from receiving those assets or incurs any damages as a result of WMI's claims, JPMC is entitled to indemnity.

5. JPMC may be subject to potential claims relating to a BKK Superfund site in West Covina, California (including claims relating to the consent decree with the California Department of Toxic Substances Control) by responsible parties for the site, such as the BKK Joint Defense Group. JPMC is entitled to indemnity for any such claims.

6. We understand that WMI and its creditors (and possibly stockholders), as well as WMB's creditors, have submitted substantial claims in the FDIC's receivership claims process. To the extent that any such claim were to affect or damage JPMC, we would be entitled to indemnity.

7. Various assets of WMB that JPMC acquired from the receivership under the Agreement were externally titled in the name of WMB's parent, WMI. Among others, this includes certain VISA International common shares that were awarded to its member banks in connection with VISA's IPO and certain intellectual property agreements. To the extent any such assets are not legally transferred to JPMC or their value is impaired prior to such transfer, JPMC is entitled to indemnity.

8. Approximately \$55 million attributable to an American Savings Bank related judgment has been deposited with the Bankruptcy Court and remains subject to claims by WMI and possibly others. The American Savings Bank litigation remains pending and further

Federal Deposit Insurance Corporation

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payments are anticipated. In addition, a judgment has been entered in goodwill litigation relating to Anchor Savings Bank. JPMC is entitled to all of the proceeds of these goodwill litigations under the terms of the Agreement. To the extent those proceeds are not delivered to JPMC, JPMC is entitled to indemnity.

9. It has been publicly reported that a criminal investigation is being conducted into unspecified matters relating to the operation of the WaMu entities prior to receivership and, in the case of WMI and other affiliates, prior to their bankruptcy. To the extent JPMC incurs any liability or damage as a result of such investigation or underlying matters, it is entitled to indemnity.

10. We previously provided you with notice in our November 25, 2008 letter of issues relating to certain trust issued securities ("Trust Securities"), referred to in that letter as REIT "preferred stock". Further to those matters, we have been made aware of possible disclosure-related claims threatened by the holders of the Trust Securities. In addition, we are aware that WMI may be asserting some claim of ownership related to the Trust Securities, including as reflected in its amended schedule of assets filed in the Bankruptcy Court on January 27, 2009. Furthermore, various allegations of misconduct by WMI and/or WMB officers and agents with respect to the Trust Securities were made at meetings held under your auspices and in the presence of your representatives. To the extent the Trust Securities are not delivered to JPMC, or their value is diminished, or JPMC is subject to damages or loss as a result of any of these matters, it is entitled to indemnity.

11. On March 20, 2009, WMI commenced an action against the FDIC in the United States District Court for the District of Columbia asserting a variety of claims, including claims that relate to certain of the matters referred to above. To the extent JPMC incurs any loss or damage as a result of or in connection with that litigation or any of the claims asserted in that litigation, including the loss of any assets that were acquired by JPMC, or expenses associated with the litigation, JPMC is entitled to indemnity.

As you are aware, the date for barring claims in the WMI bankruptcy proceeding, March 31st, is fast approaching. We have not received any indication from you that you wish to assume control with respect to any of the claims made or potentially to be made against WMI. Therefore, as we have discussed, JPMC has taken and will continue to take appropriate measures to preserve our rights in the assets under dispute on or prior to the bar date. This includes the action we informed your counsel about yesterday before filing our complaint before the Bankruptcy Court. We understand and appreciate that you as well will make strongly supportive filings intended to protect our rights in the tax claims, Trust Securities (including asserting the regulatory priority to which the contribution agreement is entitled under the Bankruptcy Code) and other assets that you sold us.

The matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice if and when formal claims are made against us or as additional facts or circumstances may arise. Indeed, as you and your counsel are aware, both the March 20 District Court action and proceedings in the Bankruptcy Court put at issue our ownership of a number of assets (e.g.,


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shares in VISA, Inc., the Legacy Rabbi Trusts, the Pension Plan, the 401(k) Plan, company-owned and bank-owned life insurance policies and certain vendor contracts) or responsibility for liabilities. Such disputes, while referenced above, may, of course, proceed in ways that give rise to additional indemnification claims in the future.

Thank you for your kind attention to this letter, and, as always, we appreciate the cooperation of the FDIC's staff and counsel.

Very truly yours,



Travis F. Epps

cc: Daniel P. Cooney

James Wigand
David Gearin
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

Robert A. Sacks
Stacey R. Friedman
(Sullivan & Cromwell LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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June 14, 2010

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Notice of Additional Claims

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with further written notice of a matter that has been the subject of prior communications for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

From prior discussions and correspondence you are aware of the potential liabilities that arise from the West Covina, California Landfill (BKK Corp), as well as the *BKK v. American Honda Motor Co.* action (the "BKK liabilities"). JPMC has previously made clear that it maintains that some or all such liabilities were retained by the FDIC and are not liabilities assumed by JPMC pursuant to Section 2.1 of the Agreement.

We disagree with the FDIC's March 10, 2009 letter suggesting that the BKK liabilities were assumed by JPMC or were assumed by JPMC without limitation. To the extent JPMC has already incurred or may incur such liabilities, they are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with defending

Federal Deposit Insurance Corporation

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against the BKK liabilities and that JPMC may decide to settle such claims, which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matter identified in this letter is not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Very truly yours,


Robert A. Sacks

(Enclosures)

cc: Travis F. Epes
Daniel P. Cooney
Lawrence N. Chanen
Bill Viets
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DLA Piper LLP)

Stacey R. Friedman
(Sullivan & Cromwell LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-858-4000
FACSIMILE: 1-212-858-3588
WWW.SULLCROM.COM

*125 Broad Street
New York, NY 10004-2498*

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November 11, 2010

Via Federal Express

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of an additional matter for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights relates to alleged environmental contamination at 75 East Grant Street, Lebanon, OR (the "Lebanon Environmental Contamination"). In 1996, the Oregon Department of Environmental Quality ("DEQ") conducted an Expanded Preliminary Assessment at the site and identified air and groundwater contamination owing to high amounts of the dry cleaning solvent tetrachloroethylene ("PCE").¹ DEQ then added the site to its Confirmed

¹ The bank property was apparently the location of several dry cleaning shops between 1968 and 1977.

Federal Deposit Insurance Corporation

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Release List in 2002, while the property was occupied by WMB. WMB apparently chose not to enter the Voluntary Cleanup Program and DEQ has since notified JPMC of the need for a substantial area-wide contamination cleanup. Enclosed for your convenience is a copy of DEQ July 1, 2010 letter notifying JPMC of the Lebanon Environmental Contamination and its clean-up options.

JPMC is advising you that the imposition of any liabilities on JPMC for this matter would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC has already incurred and will incur further costs and expenses in connection with this issue, including, without limitation, legal expenses and potentially costs to remediate the site or to contribute to the area-wide contamination cleanup, all of which would be subject to indemnification.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Very truly yours,


Robert A. Sacks

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

Richard M. Glick
(Davis Wright Tremaine LLP)

JPMORGAN CHASE & CO.

Travis F. Epes
Managing Director
Legal and Compliance Department

February 22, 2010

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Notice of Additional Claim

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of an additional matter for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

We have had many recent conversations and communications with the FDIC concerning the potential liabilities that arise from WMB's mortgage origination and servicing activities, including but not limited to the liabilities associated with the complaint Deutsche Bank National Trust Company filed against the FDIC Receiver in the United States District Court for the District of Columbia, No. 09-cv-01656 (RMC). JPMC has conveyed in these discussions with the FDIC that it reserves the right to maintain that any such liabilities were retained by the FDIC and are not liabilities assumed by JPMC pursuant to Section 2.1 of the Agreement.

In light of these recent discussions, JPMC is advising you that the imposition of any such liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in

JPMorgan Chase & Co. - 270 Park Avenue, Floor 34, New York, NY, 10017-2014
Mail Code: NY1-K722

Telephone: 212-270-8228- Facsimile: 212-270-0058
epes_travis@jpmorgan.com

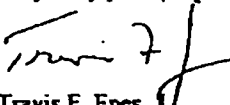
Page 2
February 22, 2010

connection with claims asserting such liabilities and that JPMC may decide to settle such claims. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

Nothing in this letter is intended to suggest that any mortgage related claims that have or may be asserted, including those asserted in the Deutsche Bank litigation, have merit or that liability for such claims was assumed by JPMC. In addition, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter, and, as always, we appreciate the cooperation of the FDIC's staff and counsel.

Very truly yours,



Travis F. Epes

cc: Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Tom Reeves
(Federal Deposit Insurance Corporation)

Thomas R. Califano
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Stacey R. Friedman
(Sullivan & Cromwell LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

*125 Broad Street
New York, NY 10004-2498*

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November 11, 2010

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matters that give rise to JPMC's indemnity rights are (i) letters to JPMC from Deutsche Bank National Trust Company ("DBNTC") demanding repurchase of securitized loans for which Long Beach Securities Corp. was the depositor and Washington Mutual Bank the seller, and (ii) invoices submitted to JPMC by Deutsche Bank Trust Co. Americas ("DBTCA") purporting to seek payment for "Legal Expenses for WaMu Proof of Claim." The letters we have received are dated June 9, 2010 (eight letters) and August 16, 2010. The invoices are dated July 14, 2010, August 10, 2010, September 9, 2010, and September 16, 2010. Copies of both are enclosed for your convenience. We anticipate that DBNTC and DBTCA will seek payment for other costs as well, which we appraise you of in due course. To be clear, here, as in other contexts we have notified you about, this includes costs and losses incurred as a result of claims against WMB's subsidiaries and affiliates.

Federal Deposit Insurance Corporation

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JPMC is advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with investigating and contesting these demands and invoices (and similar demands and invoices that DBNTC and/or DBTCA may submit) and that JPMC may decide to settle any claims regarding these demands and invoices, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our investigating and contesting and, if we deem it to be prudent, settling such claims.

We look forward to our further discussion regarding this and the other outstanding indemnification issues, particularly in light of the recent decision by the U.S. District Court for the District of Columbia in the North Carolina Department of Revenue action. While it has been your position that JPMC is not indemnified for liabilities it "expressly assumed" (Agreement §12.1(b)(2)), we believe the Court's decision makes it highly unlikely that there will ever be a finding that JPMC "expressly assumed" liabilities for which we are seeking indemnification. Although we will continue to litigate the question of whether JPMC "assumed" any of the contested liabilities under any theory—we expect to show that JPMC did not assume these liabilities based on course of conduct, negotiating history or on any other basis—a finding that there has been no "express" assumption is, in our view, a finding that the FDIC (including FDIC-Corporate) is fully liable for indemnification. More specifically, Section 12.1 clearly states that JPMC is indemnified for all costs, losses and liabilities "described in Section 12.1(a)," unless, in pertinent part, JPMC "expressly" assumed those liabilities. One of two results will follow from litigation over extrinsic evidence regarding whether the FDIC or JPMC retain liabilities: Either a conclusion (1) that the liabilities remained in the receivership, or (2) that the liabilities were passed to JPMC through a non-express assumption, thereby triggering the FDIC's indemnity obligations.

In the meantime, as you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,



Robert A. Sacks

(Enclosures)

Federal Deposit Insurance Corporation

-3-

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

JPMORGAN CHASE & CO.

Daniel F. Cooney
General Counsel, Retail Financial Services
Legal and Compliance Department

November 25, 2008

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Field Operations Branch)

Re: Notice of Possible Claims

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB") and the transfer of certain assets and liabilities thereof to JPMorgan Chase Bank, N.A. ("JPMC"). As you are aware, shortly following the resolution transaction, the shareholder of WMB, Washington Mutual Inc. ("WMI") filed for bankruptcy. We appreciate and look forward to a cooperative working relationship with the corporate and receivership staffs of the Federal Deposit Insurance Corporation (the "FDIC") with respect to matters that have arisen, and will continue to arise, in connection with the Washington Mutual resolution. As we informed Thomas R. Califano, counsel for the FDIC, we are submitting this notice as part of our continuing effort to keep the FDIC staff informed. Nothing in this letter is intended to alter or modify JPMC's notice obligations under Section 12.2(a) of the Agreement or to suggest that the potential claims described in this letter have merit or could be appropriately asserted against JPMC or the FDIC.

Although we are not aware of any claim being formally threatened or made, we have been made aware that WMI and its bondholders and stockholders are considering asserting a number of potential claims—e.g., potential claims related to net operating loss tax benefits, assets in the Rabbi Trusts and deposit accounts—in an attempt to recover assets or damages from JPMC, the acquirer of assets and liabilities of WMB and subsidiaries. We believe that these groups may also attempt to assert claims against the FDIC in connection with the resolution process. In particular, we understand that the following potential claims are under consideration:

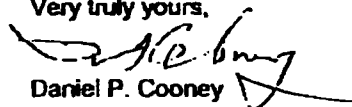
Federal Deposit Insurance Corporation
Page 2
November 25, 2008

- A purported claim to recover the REIT preferred shares contributed by WMI to WMB per WMI's commitment to the OTS, based on an argument that the commitment was invalid, and/or that the contribution may be set aside as a fraudulent transfer or preference and/or on some other theory; and
- A purported disclosure-related claim by the REIT preferred holders asserting some form of alleged liability under the federal securities laws with respect to the REIT preferred.

We believe that WMI and its security holders may make other related or unrelated claims as well, whether through the bankruptcy process or otherwise.

Although no claim has been made or threatened that would trigger the notice provision set forth in Section 12.2(a) of the Agreement, in an abundance of caution we are advising you of these potential claims as they would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. Thank you for your attention to this letter.

Very truly yours,



Daniel P. Cooney

cc: James Wigand
David Gearin
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

Mitchell Eitel
(Sullivan & Cromwell LLP)

J.P.Morgan

JASON C. KLEIN
Executive Director, Assistant General Counsel
Legal and Compliance Department

March 10, 2009

VIA FED EX

Donald McKinley
Regional Counsel
Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan Street, Suite 1701
Dallas, TX 75201

Re: *American National Ins. Co. v. JPMorgan Chase Bank, NA and JPMorgan Chase & Co.*, No. 09CV0199 (District Court, Galveston County, Texas, 122d Judicial District Filed Feb. 24, 2009) (the "Action")

Dear Mr. McKinley:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") between the Federal Deposit Insurance Corporation as Receiver of Washington Mutual Bank, Henderson, Nevada ("FDIC") and JPMorgan Chase Bank, N.A. ("JPMCB"). Pursuant to Sections 12.1, 12.2(a) and 13.7 of the Agreement, JPMCB hereby notifies the FDIC of the above-captioned Action and requests that the FDIC indemnify and hold harmless JPMCB and JPMorgan Chase & Co. ("JPMCC" and, collectively with JPMCB, "JPMC") with respect to the Action.


In brief, the plaintiffs allege that they were common equity and bondholders of Washington Mutual, Inc. ("WMI") and/or Washington Mutual Bank ("WMB" and, collectively with WMI, "WaMu"). Plaintiffs claim that JPMC tortiously interfered with their contract rights by inducing WaMu's breach of bond obligations to them. Plaintiffs also claim that JPMC breached confidentiality agreements executed with WaMu and that as shareholders and bondholders they have a derivative interest in protecting WaMu from the harm caused by the alleged breaches. Finally, plaintiffs assert that JPMC was unjustly enriched at their expense. A copy of the complaint is enclosed.

Donald McKinley
Federal Deposit Insurance Corporation
March 10, 2009
Page 2

Please be advised that JPMC's initial response to the complaint is presently due on March 23, 2009. Given this rapidly approaching deadline, JPMC is in the process of retaining counsel to defend the Action. Based on JPMC's indemnification rights under the Agreement, we assume that the FDIC will reimburse JPMC for any fees and costs it incurs prior to the FDIC's assuming the defense.

We will inform you as soon as we have retained counsel. In the meantime, please do not hesitate to contact me with any questions you may have or if the FDIC would prefer to retain counsel and defend the Action itself. If so, we would appreciate being consulted in advance.

Very truly yours,



Jason C. Klein

cc: Thad Fenton
Stephen Pruss
Robert Schoppe
Daniel P. Cooney
Michael Lipsitz
Deputy Director (DRR -- Field Operations Branch)

JPMORGAN CHASE & CO.

Travis F. Epos
Managing Director and Associate General Counsel
Legal and Compliance Department

June 3, 2009

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Field Operations Branch)

Re: **Notice of Additional Claims**

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB" or the "Failed Bank"). This letter supplements our prior Indemnification notices and provides you with written notice of certain additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

As your counsel is aware, on May 29, 2009, Washington Mutual, Inc. and its affiliate WMI Investment Corp. (collectively "WMI"), filed an answer and counterclaims in an adversary proceeding previously commenced by JPMC, Case No. 08-12229, to protect JPMC's interests in the assets acquired from the FDIC Receiver pursuant to the Agreement. A copy of WMI's answer and counterclaims is enclosed.

Apart from the indemnification obligations WMI's counterclaims will impose on the FDIC in this case, the fundamental policy challenges raised by those counterclaims should be of particular concern to the FDIC and its sister regulatory agencies. WMI not only seeks to claim as its own various assets that JPMC acquired from the FDIC Receiver under the Agreement and to impose liability on JPMC for matters that JPMC did not assume pursuant to the Agreement, but WMI broadly attacks the OTS' regulatory oversight of WMB, and the FDIC's receivership. In so doing, WMI challenges the authority of banking regulators to regulate the safety and soundness of, and to manage, troubled financial institutions, seeks to render unenforceable the regulatory and capital regulations applicable to, and commitments made by, such institutions, and attacks the power of the FDIC to place a failed or failing institution in receivership and act to minimize the harm to the public treasury as a result of bank failure. This frontal assault on the authority of the FDIC and the OTS would, if successful, effectively displace Title 12, provisions of the Federal Reserve Act, and other provisions of federal banking law.

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Mail Code: NY1-K722

Telephone: 212-270-8226 • Facsimile: 212-270-0058
epos_travis@jpmorgan.com

Page 2
June 3, 2009

For example, WMI's counterclaims seek to recover from JPMC billions of dollars of capital contributions made by WMI to WMB on a theory that WMB was insolvent at the time WMI made those capital contributions at the urging of the OTS and that JPMC as the successor to the FDIC Receiver is liable for the return of the funds contributed on various state and bankruptcy law theories of preference or fraudulent transfer. WMI similarly seeks to retain the approximately \$4 billion in trust securities despite the fact that WMB was allowed by the OTS to treat those securities as Tier 1 capital on the basis of WMI's commitments (commitments made and affirmed repeatedly over the 2-1/2 years prior to receivership) to transfer those securities to WMB in the event, among other things, the OTS were to determine that WMB was undercapitalized. On the theory that WMB was insolvent when the OTS called upon WMI to honor its commitment (and WMI did so) the day of the FDIC's receivership, WMI now seeks to reclaim or retain those \$4 billion in securities.

WMI further seeks to challenge the transaction between the FDIC and JPMC reflected in the Agreement on the theory that the FDIC apparently acted imprudently as receiver and underpriced the sale to JPMC, and that, as a creditor and stockholder of WMB at the time, WMI somehow has standing to second-guess and challenge the FDIC's handling and disposition of receivership assets and liabilities. Indeed, among the most far-reaching relief sought by WMI is an order requiring JPMC to pay WMI "fair value" for the assets sold to JPMC by the FDIC or, alternatively, to void the Agreement between the FDIC and JPMC to the extent necessary to satisfy WMI's claims against WMB. Given that JPMC would be indemnified for any such payment, WMI's argument, if successful, would require the government to pay a bank holding company some hypothetical purported fair value for assets seized as a result of a receivership resulting from the holding company's own unsuccessful operation of the bank in the first place. During this time of unprecedented bank failures, there can be no more fundamental attack on the ability of regulators to manage the ongoing financial crisis. We believe that these matters should be of great interest to all federal and state bank regulatory agencies and the Treasury Department as well as the FDIC as they raise fundamental issues at a critical time.

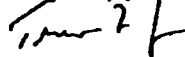
In addition to WMI's May 29 counterclaims, we have previously provided you with notice of, and we have been in regular contact with your counsel regarding, the claims asserted by WMI in the action brought against the FDIC in the District of Columbia and against JPMC in the "turnover action," Adversary No. 09-50934, brought in the Bankruptcy Court on April 27, 2009. These matters could also result in JPMC or its affiliates seeking indemnifiable losses or expenses from the FDIC.

Page 3
June 3, 2009

The matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice if and when formal claims are made against us or as additional facts or circumstances may arise.

Thank you for your kind attention to this letter, and, as always, we appreciate the cooperation of the FDIC's staff and counsel.

Very truly yours,



Travis F. Epes

cc: Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Tom Reeves
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DLA Piper LLP)

Robert A. Sacks
Stacey R. Friedman
(Sullivan & Cromwell LLP)

Morgan, Lewis & Bockius LP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Tel: 213.612.2500
Fax: 213.612.2501
www.morganlewis.com

Morgan Lewis
COUNSELORS AT LAW

Kathleen A. Waters
213.612.7375
kwaters@morganlewis.com

September 22, 2009

VIA CERTIFIED MAIL

Robert Schoppe
Federal Deposit Insurance Corporation
Receiver-in-Charge of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Re: *September 25, 2008 Purchase and Assumption Agreement Among Federal Deposit Insurance Corporation, Receiver of Washington Mutual Bank, Henderson Nevada, Federal Deposit Insurance Corporation, and JPMorgan Chase Bank, National Association*

Dear Mr. Schoppe:

We write on behalf of JPMorgan Chase Bank, National Association ("JPMC") pursuant to Article XII of the referenced Purchase and Assumption Agreement to seek the Receiver's acknowledgment of its obligation to "indemnify and hold harmless [JPMC]" against JPMC's costs of defending and resolving certain claims that have been brought against JPMC as the ostensible successor to Washington Mutual Bank ("Washington Mutual"). JPMC's claim for indemnity arises from the lawsuits filed by landlords who entered into lease agreements with Washington Mutual relating to Bank Premises.

Specifically, as identified earlier, JPMC seeks indemnity relating to the following lawsuits:

(i) *290 at 71, LLC v. JPMorgan Chase Bank, NA and Dana Fowlkes* (No. D-1-GN-09-00585), pending in State District Court, Travis County Texas;

(ii) *Palm Springs Mile Associates, LTD v. JPMorgan Chase Bank, NA and Washington Mutual Bank, FA* (No. 09-CV-20997-PAS), now pending in

Federal Deposit Insurance Corporation
September 22, 2009
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the United States District Court, Southern District of Florida;

(iii) *CEP Emery Tech Investors LLC v. JP Morgan Chase, N.A. and Does 1 to 10* (Case No. RG09438384), pending in California Superior Court, Alameda County, California;

(iv) *Weichsel Farm Limited Partnership v. JPMorgan Chase Bank, MA, Successor-in-Interest to Washington Mutual Bank* (Case No. 3-09CV0672-L) pending in the United States District Court, Northern District of Texas;

(v) *1500 Range Way Partners, LLC v. JPMorgan Chase Bank, NA as Successor in Interest to Washington Mutual Bank* (Case 4:09-CV-01467-TLW), now pending in the Southern District of South Carolina;

(vi) *Excel Little York, LTD v. JP Morgan Chase Bank, NA*, (Case No. 4:09-CV-2993), pending in the United States District Court, Southern District of Texas, Houston Division;

(vii) *Excel Willowbrook, LLC v. JP Morgan Chase Bank, NA*, (Case No. 4:09-CV-02988), pending in the United States District Court, Southern District of Texas, Houston Division;

(viii) *3300 Sage, Ltd. v. JPMorgan Chase Bank, National Association* (Case No. 4:09-CV-03018), pending in United States District Court, Houston Division; and

(ix) *Skillman-Eastridge LTD v. JPMorgan Chase Bank, National Association* (Case No. DC 09-1003) pending in the K-192nd Judicial District, Dallas County

The foregoing suits all allege that JPMC is liable on Washington Mutual's obligations under leases for Bank Premises as that term is defined in the Purchase and Assumption Agreement. Section 4.6 to the Purchase and Assumption Agreement outlines the parties' "Agreement with Respect to Bank Premises" and provides that:

Option to Lease. The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause The Receiver to assign to the Assuming Bank any or all leases for leased Bank Premises . . . the Assuming Bank shall give notice to The Receiver

Morgan Lewis
COUNSELLORS AT LAW

Federal Deposit Insurance Corporation
September 22, 2009
Page 3

within the option period of its election to accept or not to accept an assignment of any or all leases (or entered into subleases or new leases in lieu thereof).

JPMC provided timely notice to the Receiver of its election *not* to assume the leases that are at issue in the referenced litigation. It is our understanding that the Receiver subsequently provided notice to the pertinent leaseholders of its decision to disaffirm the leases in question.

The Receiver agreed, under Section 12.1(a) (6) of the Purchase and Assumption Agreement, to indemnify and hold harmless JPMC against:


claims based on any failure or alleged failure (not in violation of law) by [JPMC] to continue to perform any service or activity previously performed by [Washington Mutual], which [JPMC] is not required to perform pursuant to this Agreement *or which arise under any contract to which [Washington Mutual] was a party which [JPMC] elected not to assume in accordance with this Agreement* and which neither [JPMC] nor any Subsidiary or Affiliate of [JPMC] has assumed subsequent to execution hereof[.]

(Emphasis added). The underlying "unassumed lease" claims in issue fall squarely within the scope of Section 12.1(a) (6) and plainly trigger the Receiver's indemnity obligations under Article XII.

Accordingly, we ask that the Receiver confirm that it will indemnify and hold JPMC harmless against the referenced lawsuits and similar litigation that may arise in the future. We hereby submit for payment the fees and costs incurred by JPMC to date in these matters totaling approximately \$480,598. Copies of these remittances are enclosed. Please contact me or Arthur Korzec if you would like copies of the details of the invoices.

Please do not hesitate to call should you have any question.

Sincerely,



Kathleen A. Waters

Enclosures

cc: Regional Counsel (Litigation Branch) (w/encls.)
Arthur Korzec, Esq. (via e-mail) (w/encls.)



Arthur Korzec
Executive Director and
Assistant General Counsel
Legal and Compliance Department

January 11, 2010

VIA CERTIFIED MAIL

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch)

Re: September 25, 2008 Purchase and Assumption Agreement Among Federal Deposit Insurance Corporation, Receiver of Washington Mutual Bank, Henderson Nevada, Federal Deposit Insurance Corporation, and JPMorgan Chase Bank, National Association

Dear Regional Counsel (Litigation Branch):

I write on behalf of JPMorgan Chase Bank, National Association ("JPMC") pursuant to Article XII of the referenced Purchase and Assumption Agreement to seek the Receiver's acknowledgment of its obligation to "indemnify and hold harmless [JPMC]" against JPMC's costs of defending and resolving certain claims that have been brought against JPMC as the ostensible successor to Washington Mutual Bank ("Washington Mutual"). JPMC's claim for indemnity arises from the lawsuits filed by landlords who entered into lease agreements with Washington Mutual relating to Bank Premises.

Specifically, as identified earlier, JPMC seeks indemnity relating to the following lawsuits:

(i) *290 at 71, LLC v. JPMorgan Chase Bank, NA and Dana Fowlkes* (Case No. 1:09-CV-00576-SS), now pending United States District Court for the Western District of Texas, Austin Division;

(ii) *Palm Springs Mile Associates, LTD v. JPMorgan Chase Bank, NA and Washington Mutual Bank, FA* (No. 09-CV-20997-PAS), formerly pending United States District Court for the Southern District of Florida;

(iii) *CEP Emery Tech Investors LLC v. JP Morgan Chase, N.A. and Does 1 to 10* (Case No. 4:09-CV-04409-SBA), now pending United States District Court for the Northern District of California;

(iv) *Weichsel Farm Limited Partnership v. JPMorgan Chase Bank, MA, Successor-in-Interest to Washington Mutual Bank* (Case No. 3-09CV0672-L), pending United States District Court for the Northern District of Texas, Dallas Division;

(v) *1500 Range Way Partners, LLC v. JPMorgan Chase Bank, NA as Successor in Interest to Washington Mutual Bank* (Case 4:09-CV-01467-TLW), now pending United States District Court for the District of Southern Carolina, Florence Division;

(vi) *Excel Little York, LTD v. JP Morgan Chase Bank, NA*, (Case No. 4:09-CV-2993), now pending in the United States District Court for the Southern District of Texas, Houston Division;

(vii) *Excel Willowbrook, LLC v. JP Morgan Chase Bank, NA*, (Case No. 4:09-CV-02988), now pending in the United States District Court for the Southern District of Texas, Houston Division;

(viii) *3300 Sage, Ltd. v. JPMorgan Chase Bank, National Association* (Case No. 4:09-CV-03018), now pending in United States District Court for the Southern District of Texas, Houston Division;

(ix) *Skillman-Eastridge LTD v. JPMorgan Chase Bank, National Association* (Case No. DC 09-1003), now pending in the United States District Court for the Northern District of Texas, Dallas Division;

(x) *Phase III Rayford-Richard Property, L.P. v. JPMorgan Chase Bank, National Association and the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank* (Case No. 4:09-CV-03538), pending in United States District Court for the Southern District of Texas, Houston Division; and

(xi) *Central Southwest Texas Development, LLC v. JPMorgan Chase Bank, National Association*, (Case No. A 09 CA 819SS), pending United States District Court for the Western District of Texas, Austin Division.

The foregoing suits all allege that JPMC is liable on Washington Mutual's obligations under leases that JPMC and the FDIC agree are Bank Premises as that term is defined in the Purchase and Assumption Agreement. Section 4.6 to the Purchase and Assumption Agreement outlines the parties' "Agreement with Respect to Bank Premises" and provides that:

Option to Lease. The Receiver hereby grants to the Assuming Bank an exclusive option for the period of ninety (90) days commencing the day after Bank Closing to cause The Receiver to assign to the Assuming Bank any or all leases for leased Bank

Premises . . . the Assuming Bank shall give notice to The Receiver within the option period of its election to accept or not to accept an assignment of any or all leases (or entered into subleases or new leases in lieu thereof).

JPMC provided timely notice to the Receiver of its election *not* to assume the leases that are at issue in the referenced litigation. It is our understanding that the Receiver subsequently provided notice to the pertinent leaseholders of its decision to disaffirm the leases in question.

The Receiver agreed, under Section 12.1(a) (6) of the Purchase and Assumption Agreement, to indemnify and hold harmless JPMC against:

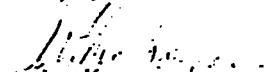
claims based on any failure or alleged failure (not in violation of law) by [JPMC] to continue to perform any service or activity previously performed by [Washington Mutual], which [JPMC] is not required to perform pursuant to this Agreement or which arise under any contract to which [Washington Mutual] was a party which [JPMC] elected not to assume in accordance with this Agreement and which neither [JPMC] nor any Subsidiary or Affiliate of [JPMC] has assumed subsequent to execution hereof[.]

(Emphasis added). The underlying "unassumed lease" claims in issue fall squarely within the scope of Section 12.1(a) (6) and plainly trigger the Receiver's indemnity obligations under Article XII.

Accordingly, we ask that the Receiver confirm that it will indemnify and hold JPMC harmless against the referenced lawsuits and similar litigation that may arise in the future. In addition, we hereby submit for payment the fees and costs incurred by JPMC to date in these matters. Copies of the invoices from our outside counsel, with billing detail, are attached.

Please do not hesitate to call should you have any question.

Sincerely,


Arthur Korzec

Enclosures

cc: Stephen Pruss (w/ encl)
✓ Robert Schoppe (w/ encl)

JPMORGAN CHASE & CO.

Trevie F. Epes
Managing Director
Legal and Compliance Department

April 28, 2010

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Notice of Additional Claims

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

We understand that the FDIC Receiver has communicated to the North Carolina Department of Revenue ("NCDR") and the Washington Department of Revenue ("WDR") that certain tax liabilities of WMB were transferred to JPMC under the Agreement, as were claims relating to those tax liabilities. We further understand that NCDR has commenced an action in the United States District Court for the District of Columbia against the FDIC and JPMC, entitled *North Carolina Department of Revenue v. Federal Deposit Insurance Corp.*, claiming a right against JPMC to recover certain alleged tax liabilities. We also understand that the Oregon Department of Revenue ("ODR") is similarly asserting that JPMC is liable for certain WMB tax liabilities that ODR claims JPMC assumed under the Agreement.

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Mail Code: NY1-4722

Telephone: 212-270-8226 • Facsimile: 212-270-0058
epes_trevie@jpmorgan.com

Federal Deposit Insurance Corporation
Page 2
April 28, 2010

The alleged NCDR, WDR, and ODR liabilities were retained by the FDIC, and are not liabilities assumed by JPMC pursuant to Section 2.1 of the Agreement, but are matters for which JPMC is entitled to indemnification pursuant to Section 12.1 of the Agreement.¹ Pursuant to Section 2.1 of the Agreement, JPMC only assumes "at Book Value" those liabilities of WMB "reflected on the Books and Records of the Failed Bank as of Bank Closing." Because none of the alleged North Carolina, Washington, or Oregon tax liabilities was reflected on the books and records of WMB on the date of its closing, such liabilities were not assumed by JPMC but were instead retained by the FDIC under the Agreement. The FDIC has already confirmed the operation of Section 2.1 of the Agreement in communications with, for example, the state tax authorities in Washington and California, to whom it explained that taxes owed by WMB that were not reflected on WMB's books and records as of its closing were "not assumed by JP Morgan Chase Bank, NA," and that such "unpaid tax liabilit[ies]" constitute "a claim against the receivership." The same holds true with respect to the alleged North Carolina, Washington, and Oregon tax liabilities, all of which constitute claims against the WMB receivership. We will inform NCDR, WDR, and ODR of this and ask that they each pursue their respective claims against the proper party, the FDIC.

In addition, pursuant to Section 12.2 of the Agreement, JPMC is advising you that it is entitled to be indemnified for and against any such liabilities. We are also advising you that JPMC may incur costs and expenses in connection with defending the NCDR, WDR, and ODR's claims (and similar claims that other taxing authorities might bring) and that JPMC may decide to settle such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

Nothing in this letter is intended to suggest that any tax claims that have been or may be asserted, including those asserted by the tax authorities identified herein, have merit or that liability for such claims was assumed by JPMC. In addition, the matters identified in this

¹ Although JPMC did not acquire these liabilities, it did acquire substantially all of the assets of WMB, whether or not on the books and records, including all tax assets, tax refunds, and similar assets.

Federal Deposit Insurance Corporation
Page 3
April 28, 2010

letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Very truly yours,



Travis F. Epes

cc: Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Tom Reeves
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DIA Piper LLP)

Robert A. Sacks
Stacey R. Friedman
(Sullivan & Cromwell LLP)

JPMORGAN CHASE & CO.

Travis F. Epes
Managing Director
Legal and Compliance Department

May 6, 2010

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Filed Operations Branch)

Re: Notice of Additional Claims

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matters that give rise to JPMC's indemnity rights are the following two class actions pending in the United States District Court for the Northern District of California: (1) *Benson v. JPMorgan Chase Bank, N.A.*, Civ. Action No. CV-09-5272 and (2) *Lowell v. JPMorgan Chase Bank, N.A.*, Civ. Action No. CV-09-5560.

In both class actions, Plaintiffs allege that, prior to the Agreement, Washington Mutual, Inc. had knowledge of, and provided assistance to, fraudulent and unlawful activities of a financial institution referred to as Millennium Bank. It appears from the language in the class action complaints that Plaintiffs intended to assert these allegations against Washington Mutual Bank, Henderson, Nevada and mistakenly reference Washington Mutual, Inc. (see caption, preamble and allegations throughout complaints in which Plaintiffs incorrectly refer to JPMC as the successor in interest to Washington Mutual, Inc.) Enclosed for your convenience are the two class action complaints.

JPMorgan Chase & Co. • 270 Park Avenue, Floor 36, New York, NY, 10017-2014
Mail Code: NY1-K722

Telephone: 212-270-8226 • Facsimile: 212-270-0058
epes_travis@jpmorgan.com

Federal Deposit Insurance Corporation
May 6, 2010
Page 2

JPMC is advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with defending these class actions (and similar claims that other plaintiffs may bring) and that JPMC may decide to settle such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Very truly yours,



Travis F. Epts

(Enclosures)

cc: Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Tom Reeves
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DLA Piper LLP)

Robert A. Sacks
Stacey R. Friedman
(Sullivan & Cromwell LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-8800
FACSIMILE: 1-310-712-8800
WWW.SULLCROW.COM

*1838 Century Park East
Los Angeles, California 90067-1725*

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August 26, 2010

Via Federal Express

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St. Suite 1701
Dallas, Texas 75201

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Notice of Additional Claims

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver") and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of an additional matter for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

By this letter, JPMC is notifying you that the Iowa Department of Revenue, New York City Department of Finance, the Louisiana Department of Revenue, the Alabama Department of Revenue and the Delaware Division of Revenue are asserting that JPMC is liable for certain WMB tax liabilities as successor in interest to Washington Mutual Bank, FA & Subsidiaries. Enclosed are true and correct copies of the tax assessment notices JPMC has received from these entities.

JPMC is advising you that the imposition of any of these tax liabilities on JPMC is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in

Federal Deposit Insurance Corporation

-2-

connection with defending the assessment of these liabilities against JPMC, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

Robert A. Sacks / oze
Robert A. Sacks

(Enclosures)

cc: Daniel P. Cooney
Lawrence N. Chanen
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
John J. Clarke
(DLA Piper LLP)

Stacey R. Friedman
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WWW.SULLCROM.COM

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Los Angeles, California 90067-1725*

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CHICAGO • PITTSBURGH

October 8, 2010

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the following action entitled *McCrary, et al., v. Wilson, et al.*, Civ. Action No. S-CV-26917, filed on September 10, 2010 California Superior Court, County of Placer. In this action, plaintiffs allege that, prior to the Agreement, Washington Mutual Bank had knowledge of, and provided assistance to, the fraudulent and unlawful activities of an investment fund operated by [REDACTED]. Enclosed for your convenience is a copy of the complaint, which was also shared with your counsel so you may consider intervening in the proceeding.

JPMC is advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in

Federal Deposit Insurance Corporation

-2-

connection with defending this action (and similar claims that other plaintiffs may bring) and that JPMC may decide to settle such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,



Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

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*1888 Century Park East
Los Angeles, California 90067-1725*

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MELBOURNE • SYDNEY

January 21, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations


Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that may give rise to JPMC's indemnity rights are potential claims arising from activities at WMB, relating to the commercial mortgage portfolio. Specifically, an ongoing review of the portfolio indicates that differences exist between the terms of the note and servicing information in WMB's loan system that was used to calculate (and schedule) various payments and reports. While our inquiry into this matter is preliminary, JPMC is advising you that claims may be brought that would result in losses for which JPMC would be indemnified by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with investigating and defending these claims and that JPMC may decide to settle such claims, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

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February 16, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is a notice from the California State Controller to Washington Mutual Bank dated January 21, 2011, for \$8,213.08 in interest assessed on properties not reported on Washington Mutual Bank's Notice Report within the time prescribed by the law. Enclosed for your convenience is a copy of the notice.

While we believe that this should be the FDIC Receiver's liability in the first instance, it has been sent to JPMC. JPMC is therefore advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with defending the assessment of these liabilities against JPMC, all of which would be subject to indemnification. We understand the

Federal Deposit Insurance Corporation

-2-

FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
✓ Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
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*1888 Century Park East
Los Angeles, California 90067-1725*

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September 30, 2011

Via Federal Express

Richard J. Osterman Jr.,
Federal Deposit Insurance Corporation,
550 17th Street N.W.,
Washington, D.C. 20429.

Re: Outstanding Connecticut Tax Liability

Dear Rick:

I write in connection with a dispute that exists between JPMorgan Chase Bank, N.A. (“JPMC”) and the FDIC with respect to a tax liability owed by Washington Mutual Bank (“WMB”) to the State of Connecticut, as reflected in part in the enclosed letter from Robert Schoppe to Brian Bessey of JPMC.

In 2009, long after the September 25, 2008 purchase and assumption transaction between the FDIC and JPMC, the State of Connecticut issued tax audit deficiencies of \$26 million against WMB relating to tax years before WMB failed. Connecticut has agreed to fully settle all of WMB’s tax liabilities through 2008 in exchange for a payment of \$2.65 million. When Tom McEvoy of JPMC’s tax group relayed this settlement offer to Jim Thormahlen of the FDIC, Mr. Schoppe responded, “Pursuant to Section 2.1 of the P&A, subject to limited and inapplicable exceptions, JPMC expressly assumed all liabilities that were reflected on WMB’s books and records when WMB was closed by the Office of Thrift Supervision on September 25, 2008. The FDIC-Receiver believes that the tax obligations due the State of Connecticut were reflected on JPMC’s [sic] books and records when it was closed. As a result, JPMC assumed such liability.”

Mr. Schoppe is mistaken. When WMB failed, its general ledger reflected an anticipated refund of Connecticut taxes as an account receivable of \$6.2 million. As far as JPMC is aware, there was *no* tax liability to Connecticut reflected anywhere on WMB’s books and records. If you still maintain that Connecticut’s audit deficiencies—which did not exist until months after WMB failed—were reflected on WMB’s books and records when WMB failed, please identify with specificity what book or record you

Federal Deposit Insurance Corporation

-2-

are referring to, and at what value the audit deficiencies were listed in that book or record.

JPMC unequivocally believes that any tax liability WMB may have had to Connecticut for the pre-failure period is a liability, if at all, of the FDIC. Unless the FDIC is able identify a specific book or record, any other interpretation would render meaningless the provision in the P&A Agreement limiting the liabilities that JPMC assumed to those on the books and records at book value and would make JPMC the guarantor of all liabilities incurred by WMB pre-receivership in the ordinary course of business. That was obviously not the deal, and if it were the P&A Agreement would have been worded very differently. Notwithstanding the P&A disputes that exist between the FDIC and JPMC on other matters, we strongly urge that continuing to dispute the Receivership's responsibility for any tax liability to Connecticut is without basis and contrary to the parties' mutual interest in minimizing WMB's pre-receivership liabilities.

As Mr. Schoppe acknowledges in his letter, Connecticut did not file a claim against the FDIC. Accordingly, if, as is proper, the FDIC acknowledges that any purported liability arising from Connecticut's audit deficiencies remained with the Receiver, then the FDIC should be in a position to disallow this liability for failure to timely file a proof of claim under 12 U.S.C. § 1821. Alternatively, Connecticut has offered to settle its claimed \$26 million liability for \$2.65 million. JPMC believes that \$2.65 million is a reasonable resolution of the claim and were this JPMC's liability, JPMC would accept that offer. Therefore, if the FDIC-Receiver does not want to take the position with Connecticut that its claim is barred because no proof of claim was timely filed with the Receivership, JPMC would be prepared to settle with Connecticut for \$2.65 million upon the Receiver's agreement to indemnify JPMC for that payment. On the other hand, if the FDIC does not accept that it retained this liability, JPMC will seek indemnification for its legal expenses and any amount paid to Connecticut, which would put the Receivership at risk of losing \$26 million or more, plus the ongoing costs of defending against this claim.

Connecticut is becoming impatient with the lack of a resolution and could issue a final assessment at any time, which would complicate the possibility of settlement. We have asked Connecticut to give us 30 days to try to resolve this with the Receiver. Please let me know as soon as possible how you would like to proceed. I am available to discuss this issue further.

Sincerely,

(b)(6)

Robert A. Sacks

(Enclosure)

Federal Deposit Insurance Corporation

-3-

cc: Lawrence N. Chanen
Jason C. Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

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Los Angeles, California 90067-1725*

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February 16, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is a notice from the California State Controller to Washington Mutual Bank dated January 21, 2011, for \$8,213.08 in interest assessed on properties not reported on Washington Mutual Bank's Notice Report within the time prescribed by the law. Enclosed for your convenience is a copy of the notice.

While we believe that this should be the FDIC Receiver's liability in the first instance, it has been sent to JPMC. JPMC is therefore advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We are also advising you that JPMC may incur costs and expenses in connection with defending the assessment of these liabilities against JPMC, all of which would be subject to indemnification. We understand the

Federal Deposit Insurance Corporation

-2-

FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason Klein
(JPMorgan Chase Bank, N.A.)

James Wigand
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✓ Kathryn Norcross
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TELEPHONE: 1-310-712-8600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

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Los Angeles, California 90067-1725*

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MELBOURNE • SYDNEY

March 14, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *Allstate Bank et al., v. JP Morgan Chase Bank, N.A. et al.*, Index No. 650398/2011, filed on February 16, 2011 in the Supreme Court of the State of New York, in the County of New York. In this action, plaintiffs allege that, prior to the Agreement, WMB misrepresented the riskiness and credit quality of certain mortgage-backed securities WMB sold to plaintiffs. As the complaint explains, JPMC Bank is being sued "solely as the successor in interest to Washington Mutual Bank, and no claims are brought against JPMC Bank in its own right." (Compl. ¶ 16.) Plaintiffs base their claim of successor liability on the Agreement. (*Id.* ¶ 23.) We previously advised you of this lawsuit in connection with our request that the FDIC intervene in this action so that it could answer directly for WMB's liabilities, as it did in the prior-filed *Boilermakers* and

Federal Deposit Insurance Corporation

-2-

New Orleans Employees' Retirement System matters. Nonetheless, enclosed for your convenience is another copy of the complaint.

JPMC is advising you that the liability JPMC incurs in settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

ROBERT W. SACKS

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

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FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

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Los Angeles, California 90067-1725*

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March 22, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matters that gives rise to JPMC's indemnity rights relate to the actions and inactions of WaMu Capital Corp., WaMu Asset Acceptance Corp and Washington Mutual Mortgage Securities Corp. Inquiries have recently been made suggesting that parties may seek to hold JPMC liable for the actions and inactions of these entities prior to WMB's failure, including for the repurchase of loans WMB sold to these entities and in connection with the action entitled *In re Washington Mutual Mortgage Backed Securities Litigation*, Index No. 09-0037, pending in the Western District of Washington. (We previously advised you of this lawsuit in connection the FDIC's intervention in one of the consolidated actions.)

Federal Deposit Insurance Corporation

-2-

JPMC is advising you that the liability JPMC incurs in settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

ROBERT A. SACKS

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
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MELBOURNE • SYDNEY

June 9, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *Massachusetts Mutual Life Insurance Co. v. JP Morgan Chase Bank, N.A. et al.*, Case No. 3:11-cv-30094, filed on April 8, 2011 in the United States District Court for the District of Massachusetts. In this action, plaintiffs allege that, prior to the Agreement, WMB (collectively with certain WMB subsidiaries now owned by JPMC, the "WaMu Defendants") structured certain residential mortgage-backed securities that were then sold "pursuant to public filings and offering materials that contained untrue statements and omissions of material facts, in violation of the Massachusetts Uniform Securities Act, Mass. Gen. Laws ch. 110A, § 410." (Compl. ¶ 1.) As the complaint explains, JPMC Bank is being sued "as the successor-in-interest to Washington Mutual Bank" for the five securitizations allegedly structured by the WaMu Defendants. (*Id.* ¶¶

Federal Deposit Insurance Corporation

-2-

19, 41-44.) Plaintiffs base their claim of successor liability on the Agreement. (*Id.* ¶ 41.) Enclosed for your convenience is a copy of the complaint.

JPMC is advising you that the liability JPMC incurs in settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

ROBERT A. SACKS

(Enclosure)

cc: Daniel P. Cooney
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(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

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(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

*125 Broad Street
New York, NY 10004-2498*

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July 18, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *The Western & Southern Life Insurance Company et al. v. JPMorgan Chase Bank, N.A. et al.*, Case No. A1104817, filed on June 22, 2011 in the Court of Common Pleas, Hamilton County, Ohio. In this action, plaintiffs allege that, prior to the Agreement, WMB made misrepresentations concerning the underwriting standards applied to certain mortgage-backed securities that WMB sold to plaintiffs and the transfer of title to those mortgage-backed securities to the securitization trusts. The complaint explains that JPMorgan Chase Bank, N.A. is being sued, in part, "as the successor-in-interest to Washington Mutual Bank." (Compl. ¶¶ 23, 28.) Plaintiffs base their claim of successor liability on the Agreement. (*Id.* ¶ 28.) Enclosed for your convenience is a copy of the complaint.

Federal Deposit Insurance Corporation

-2-

JPMC is advising you that the liability JPMC incurs in settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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December 19, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *Izzo v. JPMorgan Chase & Co.*, No. 1:11-cv-06009-PGG (S.D.N.Y.). A copy of the complaint in the *Izzo* suit is enclosed. In this action, plaintiff alleges that, on September 9, 2008, she slipped and fell at a Washington Mutual branch, located at 2650 Sunrise Highway, East Islip, New York. (Compl. ¶¶ 13 & 19.) Plaintiff filed suit on July 18, 2011 against JP Morgan Chase & Co.

On October 24, 2011, the plaintiff filed a proof of claim with the FDIC. On November 15, 2011, the FDIC responded, disallowing plaintiff's claim as untimely filed. Copies of plaintiff's proof of claim and the FDIC's response are also enclosed.

JPMC is advising you that any liability JPMC incurs in connection with this claim, including settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

Federal Deposit Insurance Corporation

-2-

~~While we take no position on whether plaintiff's proof of claim was untimely,~~
the type of claim at issue—*i.e.*, a personal-injury claim arising two weeks pre-receivership—is clearly one retained by the FDIC under the Agreement. Accordingly, JPMC requests that the FDIC promptly inform the plaintiff that it acknowledges that this was not a claim assumed by JPMC, and take responsibility for defending or resolving this dispute with plaintiff.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise. In particular, there may be other "slip and fall" type actions, or other small claims, that have been brought against JPMC based upon events at WMB branches prior to September 25, 2008 for which the FDIC is obligated to indemnify JPMC under the terms of the Agreement that, based upon the modest size of such matters, have not been brought to our attention for purposes of providing notice.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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October 18, 2011

Via Email and Federal Express

Richard J. Osterman Jr.,
Federal Deposit Insurance Corporation,
550 17th Street N.W.,
Washington, D.C. 20429.

Re: Outstanding Connecticut Tax Liability

Dear Rick:

On September 30 and October 10, I wrote you regarding a tax liability owed by Washington Mutual Bank ("WMB") to the State of Connecticut and proposed two alternatives to address it given that there was no tax liability to Connecticut on WMB's books and records as of September 25, 2008. To enable this matter to be resolved short of litigation, JPMC obtained a 30-day extension from Connecticut to accept the State's settlement proposal, which will expire on November 2. Because time is running out, I ask that you respond to my letters or call me as soon as possible.

For your convenience, I am enclosing copies of my previous letters.

Sincerely,

(b)(6)

Robert A. Sacks

(Enclosures)

cc: Lawrence N. Chanen
Jason C. Klein
(JPMorgan Chase Bank, N.A.)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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October 26, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations
(Outstanding Connecticut Tax Liability)

Dear Sirs:

I am in receipt of Mr. Robert C. Schoppe's letter, dated October 26, 2011. In my letter, dated September 30, 2011, JPMorgan Chase Bank, N.A. ("JPMC") requested that the Federal Deposit Insurance Corporation ("FDIC") identify with specificity where the tax liability to Connecticut was reflected on the books and records of Washington Mutual Bank, Henderson, Nevada ("WMB") because, as we explained to the FDIC, to the best of JPMC's knowledge, when WMB failed, its books reflected an anticipated refund of Connecticut taxes as an account receivable in the amount of \$6.2 million—*i.e.*, an asset, not a liability. Your response ignores that request, which was intended to enable JPMC to reevaluate its position if it is mistaken. Putting aside whether the covenant of good faith obligates the FDIC to respond to our request, if the FDIC will not identify where this liability may be found on WMB's books and records at the time of its failure, we are left with no choice but to assume that the FDIC has no basis for its continuing refusal to acknowledge this liability.

We would appreciate a response that provides the requested information.

Sincerely,

(b)(6)

Robert A. Sacks

Federal Deposit Insurance Corporation

-2-

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross ✓
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
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*1888 Century Park East
Los Angeles, California 90067-1725*

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November 7, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

By this letter, JPMC is notifying you that the New York City Department of Finance ("New York City") is asserting that JPMC is liable for certain WMB tax liabilities as successor in interest to WMB. Enclosed is a true and correct copy of the tax assessment notice JPMC has received from New York City. The assessment from New York City is in addition to the assessment of which I notified you on August 26, 2010. When WMB failed, there was no tax liability to New York City reflected on its books and records. If you maintain otherwise, please identify with specificity what book or record you are referring to, and at what value New York City's assessment was listed in that book or record.

JPMC is advising you that the imposition of this tax liability on JPMC is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

Federal Deposit Insurance Corporation

-2-

We are also advising you that JPMC may incur costs and expenses in connection with defending the assessment of these liabilities against JPMC, all of which would be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

New York City has indicated that it expects a final resolution of these matters by the end of the year, so please let me know how you would like to proceed as soon as possible.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
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Los Angeles, California 90067-1725

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December 7, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *United States ex rel. Bibby v. Wells Fargo Bank, N. A.*, Case No. 1:06-cv-00547, originally filed on March 8, 2006 in the U.S. District Court for the Northern District of Georgia. (The case was only recently unsealed, on October 3, 2011, and Relators/Plaintiffs only recently attempted service on JPMC, on October 10, 2011.) In the action, Relators/Plaintiffs allege that, prior to the Agreement, WMB applied for and obtained loan guarantees from the Department of Veterans Affairs ("VA") based on false certifications of compliance with the VA's lending requirements. (Compl. ¶¶ 1-5, 101.) As the complaint explains, JPMC is being sued as alleged acquirer of and "successor by merger" with WMB. (Compl. ¶¶ 9 n. 1, 13.) Enclosed for your convenience is a copy of the complaint.

Federal Deposit Insurance Corporation

-2-

JPMC is advising you that the liability it incurs in connection with this claim, including the costs it incurs in defending against the claim as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

(b)(6)

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
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(Federal Deposit Insurance Corporation)

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*1888 Century Park East
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December 13, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights relates to repurchase requests from the Federal Home Loan Bank of Seattle ("FHLB Seattle"). JPMC has recently learned that FHLB Seattle intends to offset funds in lender risk accounts due to disputed repurchase requests that are properly the FDIC's obligation. The loans at issue were all sold to FHLB Seattle by WMB prior to the Agreement, but FHLB Seattle's repurchase requests were first issued after the Agreement. Therefore any repurchase obligation for the loans in question was retained by the FDIC, not transferred to JPMC, pursuant to Section 2.1 of the Agreement. Further, as specified in Article I of the P&A Agreement, "Book Value" is the value of an asset or liability stated on WMB's "Accounting Records," which, in turn, are WMB's general ledger and subsidiary ledgers and supporting schedules. We are aware of no evidence that a repurchase obligation for the loans in question was recorded on WMB's Books and

Federal Deposit Insurance Corporation

-2-

Records at a particular book value as of September 25, 2008. Enclosed for your convenience is a list of the loans for which FHLB Seattle is requesting repurchase and threatening set-off.

JPMC is advising you that any liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
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SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
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WWW.SULLCROM.COM

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December 19, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled, *Izzo v. JPMorgan Chase & Co.*, No. 1:11-cv-06009-PGG (S.D.N.Y.). A copy of the complaint in the *Izzo* suit is enclosed. In this action, plaintiff alleges that, on September 9, 2008, she slipped and fell at a Washington Mutual branch, located at 2650 Sunrise Highway, East Islip, New York. (Compl. ¶¶ 13 & 19.) Plaintiff filed suit on July 18, 2011 against JP Morgan Chase & Co.

On October 24, 2011, the plaintiff filed a proof of claim with the FDIC. On November 15, 2011, the FDIC responded, disallowing plaintiff's claim as untimely filed. Copies of plaintiff's proof of claim and the FDIC's response are also enclosed.

JPMC is advising you that any liability JPMC incurs in connection with this claim, including settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

Federal Deposit Insurance Corporation

-2-

~~While we take no position on whether plaintiff's proof of claim was untimely, the type of claim at issue—i.e., a personal-injury claim arising two weeks pre-receivership—is clearly one retained by the FDIC under the Agreement. Accordingly, JPMC requests that the FDIC promptly inform the plaintiff that it acknowledges that this was not a claim assumed by JPMC, and take responsibility for defending or resolving this dispute with plaintiff.~~

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise. In particular, there may be other "slip and fall" type actions, or other small claims, that have been brought against JPMC based upon events at WMB branches prior to September 25, 2008 for which the FDIC is obligated to indemnify JPMC under the terms of the Agreement that, based upon the modest size of such matters, have not been brought to our attention for purposes of providing notice.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

ROBERT A. SACKS

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
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FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

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December 27, 2011

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

There are two additional class action lawsuits that give rise to JPMC's indemnity rights: (1) *Timothy R. Peel, et al., v. Brooksamerica Mortgage Corporation, et al.*, No. 30-2010-00348134, located in Superior Court of California in Orange County ("*Peel*"); and (2) *Eneida Amparan, et. al. v. Plaza Home Mortgage, Inc., et al.*, No. 5:07-cv-04498, located in the United States District Court for the Northern District of California, San Jose Division ("*Amparan*"). *Peel* and *Amparan* both allege that defendants failed to "clearly, unambiguously and conspicuously disclose" to plaintiffs (and the defined class) certain required disclosure statements in the loan documents for defendants' Option Adjustable Rate Mortgage. (*Peel* Compl. ¶ 1, *Amparan* Compl. ¶ 1.) Both lawsuits name Washington Mutual Mortgage Securities Corporation ("WMMSC") and WaMu Asset Acceptance Corp. ("WAAC") based on their participation in these

Federal Deposit Insurance Corporation

-2-

~~loans prior to the Agreement. (Peel Compl. ¶ 9, Amparan Compl. ¶¶ 6-7.)~~ Enclosed for your convenience is a copy of the complaints.

JPMC is advising you that the liability it incurs in connection with this claim, including the costs it incurs in defending against the claim as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise. Additionally, we reserve the right to add further notices if apparently insignificant matters become more significant such as individual employment or tort cases.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

ROBERT A. SACKS

(Enclosures)

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

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TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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January 6, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

JPMC's counsel recently was provided a copy of a letter from Deutsche Bank Securities Inc., DB Structured Products Inc., and their affiliates (collectively, "Deutsche Bank") to Long Beach Mortgage Company ("LBMC") seeking indemnification from LBMC with regard to an action titled *Cambridge Place Investment Management Inc. v. Morgan Stanley & Co., Inc., et al.*, No. 10-2741, in the Superior Court of Massachusetts. A copy of Deutsche Bank's letter is enclosed for your convenience. Deutsche Bank is the issuer of certain mortgage-backed securities and seeks indemnity from LBMC, alleged to be originator of certain mortgage loans backing these securities, for "any and all losses, claims, damages, expenses (as incurred), and liabilities associated with the Action, including the costs and expenses of defense counsel." Deutsche Bank's indemnity demand is apparently based on certain provisions of a Mortgage Loan Purchase And Sale Agreement that was entered into by LBMC prior to September 25, 2008, but to our knowledge Deutsche Bank's indemnification demand was first asserted more than three years after that date. Because LBMC merged into

Federal Deposit Insurance Corporation

-2-

WMB prior to WMB's receivership, the liability Deutsche Bank asserts in its letter is properly the obligation of the FDIC.

JPMC is advising you that any liability JPMC incurs in connection with this claim, including settling this claim, as well as the costs it incurs in defending against the claim, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise. In particular, we anticipate that there may be additional demands for indemnification by underwriters or issuers against WMB or its former subsidiaries (as issuers or originators, respectively) that are properly the FDIC's obligation.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Jason C. Klein
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
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SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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RECEIVED FEB 07 2012

February 6, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The following additional matters give rise to JPMC's indemnity:

1. *Stichting Pensioenfonds ABP v. JPMorgan Chase & Co.*, No. 653383/2011 ("*Stichting*"), filed in the Supreme Court of New York, Manhattan;
2. *Dexia SA v. Bear Stearns & Co. Inc.*, No. 650180- 2012 ("*Dexia*"), filed in the Supreme Court of New York, Manhattan;
3. *John Hancock Life Insurance Co. v. JPMorgan Chase & Co.*, No. 650195/2012 ("*Hancock*"), filed in the Supreme Court of New York, Manhattan; and
4. *Bayerische Landesbank v. Bear Stearns & Co et al.*, No. 653239/2011 ("*Bayerische*"), filed in the Supreme Court of New York, Manhattan.

Federal Deposit Insurance Corporation

-2-

In each of these matters, Defendants include JPMC in its capacity as “successor-in-interest” to WMB. (*Stichting* Compl. ¶¶ 16, 43-45; *Dexia* Compl. ¶¶ 24, 29; *Hancock* Compl. ¶¶ 20, 55-59, 579-599; *Bayerische* Compl. ¶¶ 13, 26, 31-33). These complaints further allege successor and vicarious liability for the other causes of action based on the allegation that JPMC succeeded to WMB’s liabilities pursuant to the Agreement. (*Stichting* Compl. ¶ 660; *Dexia* Compl. ¶¶ 327-337; *Hancock* Compl. ¶ 697; *Bayerische* Compl. ¶ 207). Enclosed for your convenience are copies of the complaints.

JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC’s indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Thank you for your kind attention to this letter.

Sincerely,

(b)(6)

Robert A. Sacks

cc: Daniel P. Cooney
Lawrence N. Chanen
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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April 2, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity is the class action lawsuit entitled *Geoffrey A. Hollis et al. v. JPMorgan Chase Bank, N.A.*, No. 1:12-cv-10544, located in the United States District Court for the District of Massachusetts ("*Hollis*"). In *Hollis*, Plaintiffs allege that, prior to the Agreement, WMB had knowledge of, and provided assistance to, fraudulent and unlawful activities of two individuals and a financial institution referred to as Millennium Bank. (Compl. ¶¶ 16-18.) Plaintiffs seek damages plus interest and costs based largely on WMB's pre-receivership conduct. A copy of the *Hollis* complaint is enclosed for your convenience. The *Hollis* complaint in many respects echoes the allegations of the complaints in *Kimberly Benson, et al. and Jon Lowell, et al. v. JPMorgan Chase Bank, N.A.*, which was resolved in JPMC's favor last week by the United States Court of Appeals for the Ninth Circuit.

Federal Deposit Insurance Corporation

-2-

JPMC is advising you that the imposition of any liabilities on JPMC would be subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement, as are the costs that JPMC incurs in defending the action. We are also advising you that JPMC may decide to settle such claims, which would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

(b)(6)

ROBERT A. SACKS

(Enclosure)

cc: Daniel P. Cooney
Lawrence N. Chanen
Annette C. Rizzi
Meredith Turner
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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April 27, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is a subpoena issued by the Securities and Exchange Commission ("SEC") to JPMC as "custodian of records" for WMB in connection with *In the Matter of Certain Credit Suisse RMBS Offerings*, HO-11468. Among other things, the SEC subpoena seeks emails and communications between WMB and First NLC Financial Services LLC ("First NLC") during April and May 2007 concerning First NLC's repurchase facilities and warehouse lines. Enclosed for your convenience is a copy of the subpoena.

The subpoena seeks documents relating to pre-receivership events at WMB. JPMC intends to comply with the subpoena, which may include producing responsive documents WMB held on behalf of the FDIC as receiver. If you object to the production of such documents, please advise us and the SEC immediately.

Federal Deposit Insurance Corporation

-2-

To the extent JPMC incurs costs and expenses in connection with responding to this subpoena, investigating these issues, or otherwise defending itself against any claims, JPMC is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any claims associated with the subpoena, the costs and expenses incurred by any such settlement would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

(b)(6)

ROBERT A. SACKS

cc: Daniel P. Cooney
Lawrence N. Chanen
Annette C. Rizzi
Meredith Turner
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)



Arthur Korzec
Executive Director and
Assistant General Counsel
Legal and Compliance Department

VIA FEDERAL EXPRESS

May 3, 2012

Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201
Attention: Regional Counsel (Litigation Branch)

Stephen Pruss, Esq.
Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada
1601 Bryan St., Suite 1700
Dallas, Texas 75201

Re: Request for Indemnification: 290 at 71, LLC v. JPMorgan Chase Bank, N.A.

Dear Steve:

Enclosed, in accordance with your previous instructions, are the legal invoices and a certification of the audit and payment of those invoices for the above-referenced matter.

Please accept the enclosed as JPMC's submission for indemnification as per the PAA, Article XII in the amount of \$820,492.66.

For your convenience, we will submit separate requests for legal invoice reimbursement for each individual FDIC/WAMU "put" lease litigation matter.

Also, pursuant to the letter dated March 23, 2011 from Mr. Robert Schoppe to Brian A. Bessey, please accept this as JPMC's formal request for reimbursement for the settlement payment in the amount of \$3,300,000 made by JPMC to 290 at 71, LLC.

For your further convenience, here are JPMC's wire instructions:

(b)(4) JPMorgan Chase; ABA - [redacted] Account Name - [redacted]; SWIFT (b)(4)
(b)(4) Code: [redacted] Account No. [redacted]

Please feel free to contact me if there are other submissions you require or if you have any question regarding the enclosed.

Thank you for your anticipated cooperation.

Very truly yours,

A rectangular box with a black border, used to redact the signature of Arthur Korzec. A horizontal line extends from the right side of the box towards the text "(b)(6)".

(b)(6)

Arthur Korzec

Encls.

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-8600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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May 24, 2012

Via Federal Express

Robert C. Schoppe, Receiver-in-Charge,
Federal Deposit Insurance Corporation
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Re: Outstanding New York City Tax Liability

Dear Mr. Schoppe:

I write in connection with a tax liability owed by Washington Mutual Bank ("WMB") to the New York City Department of Finance ("New York City").

As we have previously notified you, beginning in 2010, New York City issued a series of tax audit deficiencies totaling approximately \$8 million against WMB relating to tax years before WMB failed. As far as JPMC is aware, when WMB failed, there was no tax liability to New York City reflected anywhere on WMB's books and records.

Notwithstanding the disputes that exist between the FDIC and JPMC on other matters under the September 25, 2008 purchase and assumption agreement between JPMC and the FDIC (the "P&A Agreement"), we believe that the FDIC's acknowledgment of the Receivership's responsibility for any tax liability to New York City would advance the parties' mutual interest in minimizing WMB's pre-receivership liabilities. New York City did not file a claim with the FDIC in the WMB receivership. Accordingly, if, as we believe is proper, the FDIC acknowledges that any purported liability arising from New York City's post-failure audit deficiencies was not assumed by JPMC under the P&A Agreement, then the FDIC should be in a position to disallow this liability for failure to timely file a proof of claim under 12 U.S.C. § 1821. If the FDIC is prepared to acknowledge that any liability to New York City on this claim was not assumed by JPMC under the P&A Agreement and instead was retained by the Receivership, JPMC would be prepared to agree not to use the FDIC's acknowledgment as to the New York City tax liability in connection with other disputes between the FDIC and JPMC under the P&A Agreement.

Alternatively, New York City has offered to settle all of its claimed pre-receivership liability of WMB for \$3 million. JPMC believes that \$3 million is a reasonable resolution of WMB's claimed liabilities. Even though this is not JPMC's liability, because New York City is pursuing its claims against JPMC in light of the FDIC's failure to acknowledge that JPMC did not assume this liability, JPMC is left with no choice but to resolve the claim and seek indemnification from the FDIC under Article XII of the P&A Agreement. Because this is not JPMC's preferred course, and because we believe the FDIC's continued failure to acknowledge that JPMC did not assume any such liability under the P&A Agreement is unnecessarily creating liability that would not otherwise exist, we want to give the FDIC a final chance to avoid this result and minimize the financial consequences to both the Receivership and JPMC.

Please let me know by June 4 if the FDIC will acknowledge that this claimed liability stayed with the Receiver and was not assumed by JPMC under the P&A Agreement. If I do not hear from you within that time, JPMC plans to settle the claim with New York City and seek indemnification as described above. Please do not hesitate to contact me if you would like to discuss this issue further.

Sincerely,



(b)(6)

Robert A. Sacks

cc: Lawrence N. Chanen
Meredith L. Turner
(JPMorgan Chase Bank, N.A.)

Rick Osterman
James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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June 15, 2012

RECEIVED JUN 21 2012

Via FedEx

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices. It provides you written notice of repurchase demands that, if factually and legally correct, are WMB's responsibility, as well as of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

JPMC has become aware, through repurchase demands and its course of business, of purported material breaches of representations and warranties on certain loans originated by WMB.¹ As you know, JPMC believes that WMB's repurchase liabilities were not transferred to JPMC under the Agreement but instead remain with the FDIC Receiver. Accordingly, enclosed for your convenience is a list of the 692 loans

¹ Certain of the mortgages were originated by Long Beach Mortgage Company ("LBMC"), which WMB purchased prior to the Agreement.

(Exhibit A) for which the FDIC Receiver, on behalf of WMB, is subject to potential repurchase liability. In providing you notice of these purported material breaches, JPMC is taking no position on whether allegations made by third parties regarding the loans in question are accurate or, assuming they are, whether they require repurchase of the subject loans.

Additionally, following the execution of the Agreement, JPMC erroneously repurchased eight loans totaling \$4,098,709.90 for which the repurchase responsibility fell on WMB. JPMC is advising you that the expense it has incurred in buying out these 8 loans is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. Enclosed for your convenience is a list of the eight loans (Exhibit B) that JPMC repurchased in error.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)

Robert A. Sacks

(Enclosures)

cc:

Lawrence N. Chanen
Annette C. Rizzi
Meredith Turner
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, NY 10004-2498

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July 20, 2012

Via Email and FedEx

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices. It provides you with written notice of repurchase demands that, if factually and legally correct, are WMB's responsibility.

JPMC has become aware, through third-party repurchase demands and its own course of business, of purported material breaches of representations and warranties on certain loans originated by Long Beach Mortgage Company ("Long Beach"). It is our understanding that Long Beach was merged into WMB prior to the Agreement, and thus Long Beach's repurchase obligations were, as of the date of the Agreement, WMB's liabilities. As you know, JPMC believes that WMB's repurchase liabilities were not transferred to JPMC under the Agreement but instead remain with the FDIC Receiver. Accordingly, enclosed for your convenience is a list of the 263 loans (Exhibit A) for which the FDIC Receiver, on behalf of WMB, is subject to potential repurchase liability. In providing you notice of these purported material breaches, JPMC is taking no position

on whether allegations made by third parties regarding the loans in question are accurate or, assuming they are, whether they require repurchase of the subject loans.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

[Redacted signature area] (b)(6)

Robert A. Sacks

(Enclosure)

cc: Lawrence N. Chanen
Annette C. Rizzi
Meredith Turner
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross ✓
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

1155

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

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Los Angeles, California 90067-1725*

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RECEIVED AUG 28 2012

August 27, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

During our meeting in April 2012, we notified you of potential indemnity claims arising from transactions between WMB and either Deutsche Zentralgenossenschaftsbank AG ("DZ Bank") or Asset Management Fund ("AMF"). At the time of our meeting, no formal complaints had been filed or served on JPMC. DZ Bank and AMF both recently filed the following complaints which give rise to JPMC's indemnity:

1. *Deutsche Zentralgenossenschaftsbank AG v. JPMorgan Chase & Co. et al.*, Nos. 650293/2012, 650616/2012, 651021/2012 ("DZ Bank"), filed in the Supreme Court of New York, Manhattan; and
2. *Asset Management Fund v. JPMorgan Chase & Co. et al.*, No. 650320/2012 ("AMF"), filed in the Supreme Court of New York, Manhattan.

In each of these matters, Plaintiffs name JPMC in its capacity as "successor-in-interest" to WMB. (*DZ Bank* Compl. ¶¶ 43-46, 61, 66-71; *AMF* Compl. ¶¶ 45, 59, 64-67.) Enclosed for your convenience are copies of the complaints.

JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

[Redacted signature block] (b)(6)

Robert A. Sacks

(Enclosures)

Cc: Lawrence N. Chanen
Annette C. Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(without enclosures)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosures)

Thomas R. Califano
(DLA Piper LLP)
(with enclosures)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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September 28, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity is *Principal Life Ins. Co. et al. v. JPMorgan Chase & Co. et al.*, Index No. 650615/2012, which was filed on September 14, 2012, in the Supreme Court of the State of New York, Manhattan. The complaint alleges causes of action based on alleged "misstatements and omissions of material fact" by WMB concerning several residential mortgage-backed securities purchased by Plaintiffs. (*See, e.g.*, Compl. ¶ 1, 65.) Defendants include JPMC in its capacity as "successor-in-interest" to non-party WMB. (*See, e.g., id.* ¶¶ 59-71.) Enclosed for your convenience is a copy of the complaint.

JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)

Robert A. Sacks

(Enclosure)

Cc: Lawrence N. Chanen
Annette C. Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail without enclosure)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)

Thomas R. Califano
(DLA Piper LLP)
(with enclosure)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

*125 Broad Street
New York, NY 10004-2498*

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November 15, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR – Field Operations Branch)

Re: Virginia Tax Account Number (b)(4)

Dear Sirs:

I write on behalf of JPMorgan Chase Bank, N.A. (“JPMC”) in connection with the above-referenced corporate tax account of Washington Mutual Bank (“WMB”) with the Commonwealth of Virginia Department of Taxation (“Virginia”).

As you know, on September 25, 2008, WMB was closed, the Federal Deposit Insurance Corporation (“FDIC”) was appointed WMB’s receiver, and on that same day, pursuant to a Purchase and Assumption Agreement (the “P&A Agreement”) with the FDIC, JPMC acquired essentially all of the assets and assumed certain specified liabilities of WMB. The liabilities assumed by JPMC were limited to those on WMB’s “Books and Records,” with a “Book Value,” when WMB was closed. JPMC did not assume any WMB liabilities that did not have a book value on WMB’s books and records at the time WMB was placed into receivership, nor did it assume, for those liabilities on WMB’s books and records, liability for any amounts in excess of such book value.

On September 26, 2012, JPMC received a check in the amount of \$2,826,684.24 from Virginia representing a refund of WMB corporate taxes for tax year 2003. I enclose a copy of the check for your reference. Pursuant to the terms of the P&A Agreement, this tax refund was an asset of WMB and is therefore now an asset of JPMC. JPMC has accordingly deposited the check.

In correspondence accompanying the check, which I also enclose, however, Virginia informed JPMC that it “held \$42,326.36 of [the] 2003 tax refund[.]”

because Virginia's "records show an outstanding balance on [WMB's] account" for tax year 2004. We are not aware whether Virginia filed a claim in the FDIC receivership for this alleged liability by December 30, 2008, as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C. § 1821(d)(3)-(13) ("FIRREA"). We note, however, that at the time of WMB's closure, its books and records showed no liability to Virginia for corporate taxes for tax year 2004. (If you disagree, please identify where on WMB's books and records such a liability was reflected.) Thus, any tax liability that might be owed to Virginia for tax year 2004—or for any other tax periods preceding WMB's closure—remained with the FDIC. As such, the tax-refund asset JPMC acquired pursuant to the P&A Agreement has not been fully paid to JPMC.

We have notified Virginia that the offset is a liability of the receivership, not of JPMC, and that they should pay this additional amount to JPMC and pursue their rights, if any, against the receivership. A copy of our letter to Virginia is enclosed. In the event Virginia does not pay the withheld amount to JPMC, JPMC is entitled to be indemnified by the FDIC. This letter accordingly supplements our prior indemnification notices and provides you with written notice that, pursuant to Section 12.1 of the P&A Agreement, JPMC is entitled to indemnification by the FDIC for the \$42,326.36 withheld by Virginia. As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matter identified in this letter is not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Please do not hesitate to contact me if you would like to discuss further any of the above.

Sincerely,



(b)(6)

Robert A. Sacks

(Enclosures)

cc: Lawrence N. Chancn
Joanna N. Jagoda
(JPMorgan Chase Bank, N.A.)

Robert C. Schoppe
Rick Osterman

Federal Deposit Insurance Corporation

-3-

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, NY 10004-2498

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November 16, 2012

Via Email and FedEx

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices. It provides you with written notice of repurchase demands that, if factually and legally correct, are WMB's responsibility.

JPMC has become aware, through third-party repurchase demands and its own course of business, of purported material breaches of representations and warranties on certain loans originated by Long Beach Mortgage Company ("Long Beach") and WMB. It is our understanding that Long Beach was merged into WMB prior to the Agreement, and thus Long Beach's repurchase obligations were, as of the date of the Agreement, WMB's liabilities. As you know, JPMC believes that WMB's repurchase liabilities were not transferred to JPMC under the Agreement but instead remain with the FDIC Receiver. Accordingly, enclosed for your convenience is a list of the 102 loans (Exhibit A) for which the FDIC Receiver, on behalf of WMB, is subject to potential repurchase liability. In providing you notice of these purported material breaches, JPMC is taking no position on whether allegations made by third parties regarding the loans in

question are accurate or, assuming they are, whether they require repurchase of the subject loans.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,



(b)(6)

Robert A. Sacks

(Enclosure)

cc: Lawrence N. Chanen
Annette C. Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)

James Wigand
David Gearin
Kathryn Norcross ✓
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

IVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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December 5, 2012

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter follows on our letter from March 10, 2009, and subsequent conversations in which JPMC notified you that it is entitled to indemnification by the FDIC pursuant to Section 12.1 of the Agreement in connection with JPMC's defense in *American National Ins. Co. v. JPMorgan Chase Bank, NA et al.*, No. 1:09-cv-01743, removed to U.S. District Court for the District of Columbia ("*ANICO*").

We presume that, as a party to this litigation, the FDIC is familiar with its allegations and history, including the allegations of the original complaint, the appeal to the Court of Appeals, the reversal of the dismissal by the Court of Appeals, and the filing by plaintiffs of an amended complaint alleging various causes of action that both JPMC and the FDIC moved to dismiss. Most recently, on September 28, 2012, the Court dismissed Counts II and III of the First Amended Complaint. (Dkt. #142-143.) With respect to Count II, which alleged breaches of a confidentiality agreement between JPMC and WMB, the Court held that plaintiffs were neither parties to the confidentiality agreement nor its intended beneficiaries. (Dkt. #142 at 19-20.) With respect to Count III, which alleged that JPMC used duress and false pretenses to obtain WMB's assets without fairly compensating plaintiffs, Judge Collyer held that the cause of action was a wholly derivative claim because "[t]he alleged coercion, duress and advantage ran from JPMC to [WMB], not to the Bondholders." (*Id.* at 18-19

(internal quotations omitted.) While the parties continue to litigate over Count I—which is also subject to indemnification by the FDIC—JPMC hereby requests the FDIC promptly indemnify JPMC for “all costs, losses, liabilities, expenses (including attorneys’ fees) incurred” to date in litigating *ANICO*, pursuant to Section 12.1 of the Agreement. A schedule identifying the legal fees and costs paid by JPMC in defending the *ANICO* action from inception through October 31, 2012, which fees and costs total \$1,781,689.29, is enclosed with this letter. We would appreciate your prompt reimbursement of these amounts.

As you are aware from previous correspondence notifying you of the FDIC’s indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,



(b)(6)

Robert A. Sacks

(Enclosure)

cc: Lawrence N. Chanen
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, NY 10004-2498

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MELBOURNE • SYDNEY

December 6, 2012

Via Email and FedEx

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan St., Suite 1701,
Dallas, TX 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices. It provides you with written notice of repurchase demands that, if factually and legally correct, are WMB's responsibility.

JPMC has become aware, through third-party repurchase demands and its own course of business, of purported material breaches of representations and warranties on certain loans originated by Long Beach Mortgage Company ("Long Beach") and WMB. It is our understanding that Long Beach was merged into WMB prior to the Agreement, and thus Long Beach's repurchase obligations were, as of the date of the Agreement, WMB's liabilities. As you know, JPMC believes that WMB's repurchase liabilities were not transferred to JPMC under the Agreement but instead remain with the FDIC Receiver. Accordingly, enclosed for your convenience is a list of the 120 loans (Exhibit A) for which the FDIC Receiver, on behalf of WMB, is subject to potential repurchase liability. In providing you notice of these purported material breaches, JPMC is taking no position on whether allegations made by third parties regarding the loans in

question are accurate or, assuming they are, whether they require repurchase of the subject loans.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

[Redacted Signature]

(b)(6)

Robert A. Sacks

(Enclosure)

cc: Lawrence N. Chanen
Annette C. Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via email)

James Wigand
David Gearin
Kathryn Norcross ✓
(Federal Deposit Insurance Corporation)

Thomas R. Califano
(DLA Piper LLP)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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May 3, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The two additional matters that give rise to JPMC's indemnity rights relate to two investigations into pre-failure events at WMB. *First*, the Office of the Comptroller of the Currency's Enforcement & Compliance Division ("OCC") recently requested testimony and/or issued subpoenas seeking testimony of four former employees in connection with what we understand to be its investigation of former individuals involved in WMB's residential lending practices.¹ *Second*, the United States Attorney for the Eastern District of Pennsylvania (Civil Division) ("EDPA") is conducting a civil

¹ To date, we are aware that the OCC has asked for the testimony of [redacted] (b)(6)
[redacted] A copy of the subpoena to
[redacted] is enclosed for your convenience.

(b)(6)

(b)(6)

investigation into pre-failure events at WMB. The EDPA issued a subpoena seeking documents from JPMC as “successor in interest” to “Washington Mutual, Inc. and [WMB]” and “WaMu Capital Corporation” for “96 securitizations or pooling of mortgage loans” that were “sponsored and sold by Washington Mutual Inc., [WMB], and its subsidiaries, WaMu Asset Acceptance Corporation, Washington Mutual Mortgage Securities Corporation, Long Beach Mortgage Company, and Long Beach Securities Corporation, during the period 2006 to 2007” (copy of subpoena enclosed). The EDPA also recently requested testimony of former WMB employees.

We are not aware whether the OCC or the EDPA filed claims in the FDIC receivership by December 30, 2008, as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C. § 1821(d)(3) (13) (“FIRREA”). As you know, if the OCC or the EDPA did not file a claim in the FDIC receivership by the December 30, 2008 claims bar date, then any claim they may seek to assert against either the FDIC or JPMC based on the acts or omissions of Washington Mutual Bank is statutorily barred for failure to exhaust the administrative claims process mandated by FIRREA. FIRREA’s statutory bar would apply equally to any unexhausted claims that the OCC or the EDPA might assert against either the FDIC or JPMC. If your records show that the OCC or the EDPA did not file a timely proof of claim, please inform them that any claims against either the FDIC or JPMC are barred, just as you informed the New York City Department of Finance of the same in your March 26, 2013 letter and other taxing authorities in letters dated May 2, 2013.

To the extent JPMC incurs costs and expenses in connection with responding to these subpoenas or inquiries, investigating these issues, or otherwise defending itself against any claims, JPMC is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any claims associated with the subpoenas, the costs and expenses incurred by any such settlement would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC’s indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(3)

Robert A. Sacks

cc: Lawrence N. Chanen
Alla Lerner
Annette C. Rizzi
Linda Jens
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail without enclosure)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)

Thomas R. Califano
(DLA Piper LLP)
(with enclosure)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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May 8, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

We previously notified you on October 19, 2010 of potential claims by the National Credit Union Administration ("NCUA"), as conservator for two failed credit unions, relating to certain mortgage-back securities the failed credit unions had acquired. On January 4, 2013, NCUA filed a formal complaint in the case captioned *National Credit Union Administration v. JPMorgan Chase Bank, N.A. et al.*, No. 13-cv-2012 (D. Kansas). The complaint alleges that JPMC is "jointly and severally liable under Section 15 [of the Securities Act of 1933] for the primary violations" asserted in the complaint because JPMC is "successor-in-interest to 'control person' [WMB]" based on the allegation that JPMC succeeded to WMB's liabilities pursuant to the Agreement. (*See* Compl. ¶¶ 24, 309, 418-421.) Enclosed for your convenience is a copy of the complaint.

In addition, it has come to our attention that we may have inadvertently omitted to provide you with formal written notice of a complaint filed by Royal Park Investments SA/NV ("RPI"), which is captioned *Royal Park Investments SA/NV v. Merrill Lynch, Pierce, Fenner & Smith Inc. et al.*, Index No. 652607/2012, and is pending before Judge Ramos in the Supreme Court of the State of New York, Manhattan. The complaint alleges causes of action based on alleged misstatements and omissions of material fact by various entities in connection with several residential

mortgage-backed securities purchased by RPI. (*See, e.g.*, Compl. ¶ 2-22.) Defendants include JPMC in its capacity as “successor” to non-party WMB. (*Id.* ¶ 36.) Defendants, including JPMC, filed a motion to dismiss on March 15, 2013, and plaintiff’s opposition to the motion is due May 14, 2013. Enclosed for your convenience is a copy of the complaint.

JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any of claims, the costs and expenses incurred by any such settlement would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC’s indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)

Robert A. Sacks

(Enclosures)

- Cc: Lawrence N. Chanen
Alla Lerner
Annette Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail without enclosure)
- James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)
- Thomas R. Califano
(DLA Piper LLP)
(with enclosure)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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May 9, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Field Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is the action entitled *Integer Program, LLC v. JPMorgan Chase Bank, NA, et al.*, Index No. 651518/2013, filed on April 26, 2013 in the New York State Supreme Court, New York County. In this action, plaintiff Integer Program, LLC ("Integer") alleges that, prior to the Agreement, WMB made and breached certain representations and warranties in connection with the WaMu Series 2007-HE3 securitization, and that JPMC is the successor to WMB and is therefore responsible for the alleged breaches. Enclosed for your convenience is a copy of the summons with notice.



Putting aside the question of whether Integer (which is not the trustee of the WaMu Series 2007-HE3 securitization) even has standing to bring the claims raised in the action, we are not aware whether Integer or the trustee filed a claim in the FDIC

receivership for its repurchase claims by December 30, 2008, as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C. § 1821(d)(3) (13) ("FIRREA"). As you know, if Integer or the trustee did not file a claim in the FDIC receivership by the December 30, 2008 claims bar date, then any claims it may seek to assert based on the acts or omissions of Washington Mutual Bank are statutorily barred for failure to exhaust the administrative claims process mandated by FIRREA. FIRREA's statutory bar would apply equally to any unexhausted claim that Integer might assert against either the FDIC or JPMC. If your records show that neither Integer nor the trustee filed a timely proof of claim, we ask that you please inform Integer that its claims are barred, just as you have informed various taxing authorities since March 26, 2013.

To the extent JPMC incurs costs and expenses in connection with responding to these allegations, investigating these issues, or otherwise defending itself against any claims, JPMC is subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any claims associated with the subpoenas, the costs and expenses incurred by any such settlement would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)
Robert A. Sacks 

cc: Lawrence N. Chanen
Alla Lerner
Annette C. Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via email without enclosure)

Federal Deposit Insurance Corporation

-3-

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)

Thomas R. Califano
(DLA Piper LLP)
(with enclosure)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-6600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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MELBOURNE • SYDNEY

June 12, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity is a lawsuit entitled *Evangeline Acedillo et al. v. JPMorgan Chase Bank, N.A. et al.*, Case No. CV-13-03955 ("*Acedillo*"), which was recently removed and is now pending before the Honorable Manuel Real in the United States District Court for the District of California. In *Acedillo*, Plaintiffs allege that, prior to the Agreement, WMB perpetrated a "Securitization Scheme" whereby it engaged in predatory lending practices, which included "consistently, intentionally, and fraudulently over-appraised Plaintiffs' real properties, misstated Plaintiffs income on loan applications, [and] fraudulently violated recording statutes." (See, e.g., Compl. ¶¶ 3-13.) Plaintiffs seek declaratory relief, damages, principal reductions, new loans, and costs based largely on WMB's pre-receivership conduct and specifically names JPMC as "successor[] in liability" to WMB "for all actions by Defendant [WMB] and their agents in servicing, selling, modifying, and foreclosing on the loans of Plaintiffs, including failed securitizations and fraudulent recordings by and through the County Recorders'

offices" (Compl. ¶¶ 2, 14.) A copy of the *Acedillo* complaint is enclosed for your convenience. The *Acedillo* complaint in many respects echoes the allegations of the complaints in *Kimberly Benson, et al. and Jon Lowell, et al. v. JPMorgan Chase Bank, N.A.*, which was resolved in JPMC's favor by the United States Court of Appeals for the Ninth Circuit. See *Benson, et al. v. JPMorgan Chase Bank, N.A., et al.*, 673 F.3d 1207 (9th Cir. 2012).



JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any of the claims, the costs and expenses incurred by any such settlement would also be subject to indemnification. While we are aware of the limitations imposed by Section 12.1(b)(15), it appears that the allegations in *Acedillo* have the potential to go beyond the claims covered by that provision. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims.

Additionally, we are not aware whether the plaintiffs in *Acedillo* filed claims in the FDIC receivership by December 30, 2008, as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C. § 1821(d)(3)-(13) ("FIRREA"). As you know, if Plaintiffs did not file claims in the FDIC receivership by the December 30, 2008 claims bar date, then their claims are statutorily barred for failure to exhaust the administrative claims process mandated by FIRREA. FIRREA's statutory bar would apply equally to any unexhausted claims that Plaintiffs might assert against either the FDIC or JPMC. If your records show that Plaintiffs did not file timely proofs of claim, please inform them that any claims based on pre-receivership conduct are barred, just as you have informed others in recent correspondence.

In the event Plaintiffs did submit a timely claim in the WMB receivership, we note that at the time of WMB's closure, its books and records showed no such liability. (If you disagree, please identify where on WMB's books and records such a liability was reflected.) As you are aware, pursuant to the Agreement with the FDIC, JPMC acquired essentially all of the assets and assumed certain specified liabilities of WMB. The liabilities assumed by JPMC were limited to those on WMB's "Books and Records," with a "Book Value," when WMB was closed. JPMC did not assume any WMB liabilities that did not have a book value on WMB's books and records at the time WMB was placed into receivership, nor did it assume, for those liabilities on WMB's books and records, liability for any amounts in excess of such book value. Thus, any liability for conduct that precedes WMB's closure remains with the FDIC.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)
Robert A. Sacks 

(Enclosure)

Cc: Lawrence N. Chanen
Alla Lerner
Annette Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail without enclosure)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)

Thomas R. Califano
(DLA Piper LLP)
(with enclosure)

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-310-712-8600
FACSIMILE: 1-310-712-8800
WWW.SULLCROM.COM

*1888 Century Park East
Los Angeles, California 90067-1725*

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July 3, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of two additional matters for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

First, we previously notified you on May 3, 2013 of an investigation of former individuals involved in WMB's residential lending practices by the Office of Comptroller of the Currency's Enforcement & Compliance Division ("OCC"). JPMC recently received a letter from [redacted] of Wilson Sonsini Goodrich & Rosati, notifying us that the OCC has subpoenaed his client, [redacted] the former [redacted] (b)(6)

[redacted], to testify in connection with that investigation. In his letter, [redacted] demands that JPMC "indemnify [redacted] for all of his defense fees and costs in connection with this deposition and any further proceedings by the OCC, including any enforcement actions commenced by it," based on the understanding that JPMC "assumed the indemnification obligations owed by WMB to its officers and directors when [JPMC] acquired certain assets and liabilities of WMB following its seizure by the FDIC in September 2008." Enclosed for your convenience is a copy of the letter and subpoena to (b)(6)

[redacted] JPMC has received similar verbal requests for indemnity in connection with the same investigation by the OCC from counsel on behalf of [redacted] and [redacted] (b)(6)
[redacted] both former officers, directors and employees of WMB.

(b)(6) JPMC is not aware of any claim filed by [redacted] or [redacted] (b)(6)
(b)(6) [redacted] in the FDIC receivership by the December 30, 2008 claims bar date, as required
by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C.
§ 1821(d)(3) (13) ("FIRREA"). As you know, if [redacted] or [redacted] (b)(6)
did not file a claim in the FDIC receivership by the claims bar date, then any claim they may
seek to assert against either the FDIC or JPMC based on their conduct or rights as officers,
directors or employees of WMB prior to the receivership is statutorily barred for failure to
exhaust the administrative claims process mandated by FIRREA. FIRREA's statutory bar
would apply equally to any unexhausted claims that [redacted] (b)(6)
might assert against either the FDIC or JPMC. If your records show that these gentlemen did
not file timely proofs of claim, we request that you immediately inform them that any claims
against either the FDIC or JPMC are barred, just as you have informed certain taxing
authorities that their claims are barred in recent correspondence.

(b)(6) In the event [redacted] or [redacted] did submit a timely (b)(6)
claim in the WMB receivership (we would appreciate receiving copies if any were filed), we
note that at the time of WMB's closure, its books and records showed no such liability. (If
you disagree, please identify where on WMB's books and records such a liability was
reflected.) As you know, the liabilities assumed by JPMC were limited to those on WMB's
"Books and Records," with a "Book Value," when WMB was closed. JPMC did not assume
any WMB liabilities that did not have a book value on WMB's books and records at the time
WMB was placed into receivership, nor did it assume, for those liabilities on WMB's books
and records, liability for any amounts in excess of such book value. Thus, any liability for
conduct that precedes WMB's closure remains with the FDIC.

(b)(6) In addition, [redacted] (and presumably [redacted]) (b)(6)
bases his indemnity claim on Article V, Section 1 of WMB's Restated Bylaws. Since JPMC
did not acquire WMB, but only its assets and certain specified liabilities of WMB, any
indemnification obligations owed by WMB to its former officers and directors did not
transfer to JPMC but instead remain with the FDIC as Receiver to WMB.

(b)(6) To the extent JPMC incurs liability, costs, and/or expenses in connection with
the demands for indemnity by [redacted] JPMC is entitled to
indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In particular, Section
12.1(a)(4) provides an unequivocal right of indemnity in this situation.

Second, we also previously informed you on May 3, 2013 of an investigation
into WMB's pre-receivership conduct being conducted by the United States Attorney's office
in the Eastern District of Pennsylvania. That investigation has continued, and while we remain
uncertain who the investigation is targeting, JPMC is incurring substantial expense in
responding to investigatory demands and it further appears that the investigation may seek to
impose liability directly on JPMC for alleged malfeasance by WMB's officers, directors and
employees prior to receivership. Again, we are not aware that any claim for such a liability

was made with the Receiver prior to the receivership bar date nor was any liability recorded on WMB's books and records at the time of WMB's closure. And in any event, JPMC would be unequivocally entitled to indemnity under Section 12.1(a)(4) of the Agreement for all of this liability based upon alleged misconduct by WMB's former executives. In light of this, and before this liability continues to accrue to the detriment of not only JPMC, but of the receivership and potentially the FDIC in its corporate capacity, we request that the FDIC reach out to the United States Attorney's office and explain the situation. I will follow up directly with Kathy Norcross on this request.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

[Redacted signature box] (b)(6)

Robert A. Sacks

(Enclosure)

Cc: Lawrence N. Chanen
Alla Lerner
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
(via e-mail without enclosure)

James Wigand
David Gearin
Kathryn Norcross
(Federal Deposit Insurance Corporation)
(with enclosure)

Thomas R. Califano
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August 23, 2013

Via Federal Express

Federal Deposit Insurance Corporation,
Receiver of Washington Mutual Bank, Henderson, Nevada,
1601 Bryan Street, Suite 1701,
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &
Deputy Director (DRR - Filed Operations Branch)

Re: Indemnification Obligations

Dear Sirs:

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JPMC was recently made aware of a lawsuit entitled *CMFG Life Insur. Co. et al. v. J.P. Morgan Securities, LLC et al.*, Case No. 13-cv-580, located in the United States District Court for the Western District of Wisconsin, currently pending before the Honorable William M. Conley. The lawsuit seeks rescission or rescissory damages, prejudgment interest, and compensatory damages based on a theory of unjust enrichment for actions or inactions by WMB and its subsidiary WaMu Capital Corp. in connection with the sale of eleven certificates in ten separate residential mortgage-backed securities offerings, all of which Plaintiffs purchased prior to the Agreement. (Compl. ¶¶ 1, 140.) The complaint names JPMC as "successor-in-interest" to WMB, and states that "[WMB] directly participated in and exercised dominion and control over the business operations of [defendant] WaMu Capital." (*Id.* ¶¶ 138, 597; *see also* ¶ 585-86.) Enclosed for your convenience is a copy of the complaint.

JPMC is not aware of any claim filed by Plaintiffs in the FDIC receivership by the December 30, 2008 claims bar date, as required by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, 12 U.S.C. § 1821(d)(3) (13) ("FIRREA"). As you know, if Plaintiffs did not file a claim in the FDIC receivership by the claims bar date, then any claims they may seek to assert against either the FDIC or JPMC based on conduct by WMB or its subsidiaries prior to the receivership is statutorily barred for failure to exhaust the administrative claims process mandated by FIRREA. FIRREA's statutory bar would apply equally to any unexhausted claims that Plaintiffs might assert against either the FDIC or JPMC. If your records show that Plaintiffs did not file timely proofs of claim, we request that you immediately inform them that any claims against either the FDIC or JPMC are barred, just as you have informed certain taxing authorities that their claims are barred in recent correspondence.

In the event Plaintiffs did submit a timely claim in the WMB receivership (we would appreciate receiving copies if any were filed), we note that at the time of WMB's closure, its books and records showed no such liability. (If you disagree, please identify where on WMB's books and records such a liability was reflected.) As you know, the liabilities assumed by JPMC were limited to those on WMB's "Books and Records," with a "Book Value," when WMB was closed. JPMC did not assume any WMB liabilities that did not have a book value on WMB's books and records at the time WMB was placed into receivership, nor did it assume, for those liabilities on WMB's books and records, liability for any amounts in excess of such book value. Thus, any liability for conduct that precedes WMB's closure remains with the FDIC.

JPMC is advising you that the liability it incurs in connection with these claims, including the costs it incurs in defending against the claims as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. In addition, should JPMC decide to settle any of claims, the costs and expenses incurred by any such settlement would also be subject to indemnification. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims. As you know, and as the FDIC has acknowledged in court, if the FDIC disclaims responsibility for any liabilities that may arise in connection with this action and instead asserts that Section 12 of the Agreement does not apply to any such liabilities, then the FDIC may not purport to exercise its rights to direct the defense of this action or determine whether to settle it.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is

provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,

 (b)(6)

Robert A. Sacks

(Enclosure)

Cc: Lawrence N. Chanen
Alla Lerner
Annette Rizzi
Joanna Jagoda
(JPMorgan Chase Bank, N.A.)
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