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September 3, 2014

Via FedEx

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.

JPMC previously apprised you in October and November 2008 that the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac"; together with Fannie Mae, the "GSEs") demanded that JPMC repurchase loans that WMB sold to the GSEs pre-receivership, to the extent the loans breached representations and warranties made by WMB in connection with the sale of those loans. Subsequent to the receivership, JPMC entered into settlements with the GSEs to resolve their claims relating to WMB's breaches of representations and warranties in connection with WMB's sale of these loans to the GSEs.

Despite your previous awareness of this matter and our prior notices of your indemnification obligations as to repurchase requests arising out of WMB's mortgage sale and securitization efforts, for the avoidance of doubt, JPMC hereby provides renewed and specific formal notice that it continues to believe the repurchase demands and subsequent settlement give rise to JPMC's indemnity rights. Our having informed you of JPMC's settlements with the GSEs is not a request for consent nor should it be construed as implying that Section 12.2(f) functions as a condition precedent to JPMC's indemnification rights with respect to claims for which FDIC is responsible. As you know, the liabilities assumed by JPMC were limited to those on WMB's "Books

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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 to the extent it exceeds any corresponding Book Value on WMB’s Books and Records as of September 25, 2008.

This letter merely serves to remind you of these settlements, as well as to inform you again that, because the claims at issue were clearly retained by the FDIC, the amount of these settlements, as well as any costs or expenses JPMC incurred in the process of settling and defending against these claims, are subject to indemnification pursuant to Section 12.1 of the Agreement to the extent they exceed any corresponding Book Value on WMB’s Books and Records as of September 25, 2008. 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 these activities—as it did here—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 these actions or determine whether to settle them.

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,


Robert A. Sacks

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

Richard Osterman
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