

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

NEW YORK • PALO ALTO • WASHINGTON, D.C.

FRANKFURT • LONDON • PARIS

BEIJING • HONG KONG • TOKYO

MELBOURNE • SYDNEY

September 23, 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.

The additional matters that give rise to JPMC's indemnity rights are demands for indemnification made upon JPMC by entities including, but not limited to, the [REDACTED]

[REDACTED] . Enclosed for your convenience is a non-exhaustive schedule identifying the [REDACTED]s making such demands. In their demands, the [REDACTED]s seek indemnification from JPMC for costs and liabilities incurred in defending against (and/or settling) claims relating to loans or securitizations originated and/or issued prior to the 2008 receivership by WMB and/or WMB subsidiaries and/or affiliates WaMu

Federal Deposit Insurance Corporation

Capital Corp., Washington Mutual Mortgage Securities Corp., WaMu Asset Acceptance Corp., Long Beach Securities Corp. and/or Long Beach Mortgage Company. These claims assert putative material breaches of representations and warranties relating to these loans or securitizations allegedly arising from the actions of the [REDACTED]s and WMB (and/or its subsidiaries). Because they arise from the pre-receivership actions or inactions of WMB and/or its subsidiaries, these claims are subject to indemnification pursuant to Section 12.1 of the Agreement.

JPMC is not aware of any claims filed by any of [REDACTED]s 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] did not file claims 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 [REDACTED]s might assert against either the FDIC or JPMC. If your records show that [REDACTED]s did not file timely proofs of claims, 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 in recent correspondence that their claims are barred.

In the event any of [REDACTED]s did submit timely claims 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 liabilities. (If you disagree, please identify where on WMB's books and records such liabilities were 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 liabilities it incurs in connection with these claims to the extent that such liabilities derive from the actions of WMB, including the costs and expenses incurred in defending against the claims to this extent, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. We understand the FDIC Receiver consents to our defending and, if we deem it to be prudent, settling such claims to this extent. 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 actions and instead asserts that Section 12 of the Agreement does not apply to any such liabilities, then the FDIC may not purport to

Federal Deposit Insurance Corporation

exercise its rights to direct the defense of these actions or determine whether to settle them. Please note that in providing you notice of these purported material breaches, JPMC is taking no position on whether allegations made by any of the 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,

Robert A. Sacks

(Enclosure)

cc: Lawrence N. Chanen
Joanna Jagoda
Alla Lerner
Annette C. Rizzi
(JPMorgan Chase Bank, N.A.)
(Via Email without enclosures)

Richard Osterman
David Gearin
✓ Kathryn Norcross
(Federal Deposit Insurance Corporation)
(Via Federal Express with enclosures)

Brent McIntosh
(Sullivan & Cromwell LLP)
(Via Email without enclosures)