

# SULLIVAN & CROMWELL LLP

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September 17, 2014

Via FedBx

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 a contemplated cease and desist proceeding against JPMC by the Office of the Comptroller of the Currency ("OCC") regarding alleged noncompliance with the

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Servicemembers Civil Relief Act ("SCRA"), including alleged noncompliance by WMB between January 1,2005 and September 25,2008. On September 18,2013, JPMC executed a Stipulation and Consent to the Issuance of a Consent Order, which constitutes a settlement of the cease and desist proceeding. (Consent Order at 1-2,45.) A copy of the Consent Order is enclosed for your convenience. Among other things, the Consent Order requires JPMC to perform an account review to determine compliance with certain provisions of the SCRA, including § 521 (default judgments), § 527 (interest rate benefits and denials), § 532 (protections under installment contracts for purchase or lease, specifically with respect to repossession), § 533 (mortgages and trust deeds, specifically with respect to foreclosures), and § 535 (specifically with respect to motor vehicle lease termination benefits). As part of this review, JPMC has identified accounts serviced by WMB between January 1,2005 and September 25, 2008, with regard to which WMB may have failed to comply with certain provisions of the SCRA. JPMC is advising you that any liabilities, costs, losses, expenses (including attorneys' fees), judgments, fines and/or amounts paid in settlement it has incurred, may incur and/or continues to incur in connection with these accounts, including as a result of the review required by the Consent Order and remediating any potential violations associated with the SCRA pursuant to the Consent Order (collectively, the "Indemnified Amounts"), arise from WMB's pre-receivership action or inaction.

Our informing you of our settlement with the OCC in this matter 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 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.

Thus, this letter merely serves to apprise you of this settlement, as well as to inform you that the Indemnified Amounts are subject to indemnification 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

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



Enclosure

cc: Lawrence N. Chanen  
Joanna Jagoda  
Bruce Marshak  
(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)