

EXHIBIT "E"

WMI ACCOUNTS AND DISPUTED ACCOUNTS

DISPUTED ACCOUNTS

| Depositor | Location | Account last 4 digits | Balance at: | | | |
|-------------------------|----------|--------------------------|---------------|---------------|---------------|----|
| | | | Sept 26, 2008 | Sept 30, 2008 | Jan 14, 2010 | |
| Washington Mutual, Inc. | WMBfsb | 4234 | 3,667,943,172 | 3,667,943,172 | 3,676,168,171 | |
| Washington Mutual, Inc. | WMB | 1206 | 52,553,247 | 52,600,201 | 52,697,245 | * |
| Washington Mutual, Inc. | WMB | 0667 | 29,541,662 | 264,068,186 | 261,896,498 | |
| Washington Mutual, Inc. | WMB | 9626 | 4,650 | 4,650 | 4,660 | ** |
| Washington Mutual, Inc. | WMB | 9663 | 747,799 | 747,799 | 749,392 | |
| WMI Investment Corp | WMB | 4704 | 52,974,375 | 53,145,275 | 53,602,475 | |

WMI ACCOUNTS

| | | | | | | |
|-----------------------------|-----|------|-----------|-----------|-----------|-----|
| Ahmanson Developments, Inc. | WMB | 3411 | 1,625,193 | 1,625,209 | 1,628,284 | *** |
| Ahmanson Developments, Inc. | WMB | 8388 | 7,608 | 7,608 | 7,608 | *** |

* December 31, 2009 balance

** Estimate - no statements received

*** October 23, 2009 balance - no statements rec'd since

EXHIBIT "F"
FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

This ESCROW AGREEMENT (this Escrow Agreement, including all schedules attached hereto, all of the terms and conditions which are incorporated herein by reference, in each case as amended and/or supplemented from time to time in accordance with the terms hereof, this "Refund Escrow Agreement"), dated as of [___], 2010, is by and among Washington Mutual, Inc. ("WMI"), JPMorgan Chase Bank, N.A. ("JPMC"), Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (the "FDIC Receiver"), and [_____], a national banking association organized and existing under the laws of the United States of America solely in its capacity as escrow agent (the "Escrow Agent").

WHEREAS, on September 26, 2008, WMI and WMI Investment Corp., a subsidiary of WMI (collectively, the "Debtors"), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, as amended, with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Debtors, JPMC, the FDIC Receiver and certain other parties entered into that certain Settlement Agreement, dated as of May 21, 2010, pursuant to which the parties thereto agreed to resolve certain disputes and related matters between the parties (the "Settlement Agreement");

WHEREAS, the Settlement Agreement provides for the establishment of the Refund Escrow Account, the JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account; and

WHEREAS, pursuant to Section 2.4 of the Settlement Agreement, the Debtors, JPMC and the FDIC Receiver have agreed that certain refunds of Pre-2009 Group Taxes (collectively, the "Escrow Amount") will be deposited from time to time with the Escrow Agent, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree as follows:

I. Designation of Escrow Agent; Definitions.

Subject to the terms and conditions hereof, WMI, JPMC and the FDIC Receiver hereby appoint [_____] as escrow agent to hold, administer and deliver the Escrow Amount solely in accordance with Section 2.4 of the Settlement Agreement and the terms and conditions set forth hereunder, and [_____] hereby accepts such appointment and agrees to hold, administer and deliver the Escrow Amount solely in accordance with the terms and conditions set forth hereunder.

All capitalized terms used, but not otherwise defined, herein shall have the respective meanings assigned to them in the Settlement Agreement. Any amendments to

such capitalized terms in the Settlement Agreement after the date hereof shall not be incorporated herein by reference unless consented to in writing by the Escrow Agent.

II. Deposit and Investment of Escrow Amount.

(a) The Escrow Amount shall be deposited via check or wire transfer of immediately available funds into the following account (the "Refund Escrow Account") established with the Escrow Agent:

[_____]
ABA No.: [__]
Account Credit: [__]
Account Name: [__]
Further Credit Name: [__]
Further Credit Account No.: [__]
Attn.: [_____]

The Escrow Agent shall have no duty to solicit the delivery of any property into the Refund Escrow Account.

(b) The Escrow Agent shall hold the Escrow Amount in the Refund Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom, in each case to the extent applicable, in escrow upon the terms and conditions set forth in this Refund Escrow Agreement and shall not disburse funds from the Refund Escrow Account except as provided herein.

(c) The Escrow Amount shall be invested and reinvested in [_____]. The Escrow Agent shall not be accountable or liable for any losses resulting from the sale or depreciation in the market value of such investments thereof. Requests or instructions received after 3:00 p.m., New York City time, by the Escrow Agent to liquidate the Escrow Amount will be treated as if received on the following Business Day.

III. Conditions to Disbursement of Refund Escrow Account.

(a) As and to the extent provided herein and in Section 2.4 of the Settlement Agreement, the Escrow Agent shall release to WMI, JPMC, the FDIC Receiver, the Washington Mutual Escrow Account, the JPMC Escrow Account and/or the FDIC Escrow Account, as the case may be, all or any portion of the Escrow Amount, together with any interest and income relating thereto (collectively the "Escrow Funds"), by wire transfer of immediately available funds:

(i) in the case of Section 2.4(b)(ii)(A) (as relates to the interest component of any refunds received), within fifteen (15) Business Days (but no sooner than ten (10) Business Days) after the receipt by the Escrow Agent from WMI in writing of the portion of the interest component of any refunds received

and the appropriate allocation of such interest amount under Section 2.4(b)(ii)(A), together with proof of notice hereunder having been provided to JPMC and the FDIC Receiver of such amount; provided, however, that if JPMC or the FDIC Receiver provides the Escrow Agent with an alternative computation and/or allocation prior to the end of the initial ten (10) Business Day period, the Escrow Agent shall distribute only such amount that is not in dispute until the dispute is resolved in accordance with the Tax Dispute Resolution Procedure in the Settlement Agreement;

(ii) in the case of Section 2.4(b)(ii)(B) (as relates to earnings on Escrow Funds), within the week prior to March 1, June 1, September 1, and December 1 of each year, but no sooner than five (5) Business Days after receipt by the Escrow Agent from JPMC in writing of the appropriate allocation of the earnings under Section 2.4(b)(ii)(B), together with proof of notice hereunder having been provided to WMI and the FDIC Receiver of such allocation; provided, however, that if WMI or the FDIC Receiver provides the Escrow Agent with an alternative allocation prior to the end of the initial five (5) Business Day period, the Escrow Agent shall distribute only such amount that is not in dispute until the dispute is resolved in accordance with the Tax Dispute Resolution Procedure in the Settlement Agreement; and

(iii) in all other cases, within two (2) Business Days after the receipt by the Escrow Agent of a joint written notice signed by an authorized officer of each of WMI, JPMC and the FDIC Receiver stating the specific amount of Escrow Funds to be released and the account details to which such amount is to be distributed.

WMI, JPMC and the FDIC Receiver hereby agree to timely provide the Escrow Agent with the information described in this Section III(a), and the parties hereto (including the Escrow Agent) agree to cooperate with each other with respect to the sharing of any information reasonably necessary to facilitate the initial determination or the review of such determination. In furtherance of the foregoing, the Escrow Agent shall at least monthly notify the parties of its receipt of any refunds (including the amount received and, if known, the remitting taxing authority). Pending resolution of any dispute referenced in clause (i) or (ii), the parties agree to report the underlying income for Tax purposes according to the initial computation and/or allocation.

(b) The Escrow Agent shall otherwise release the Escrow Funds as and to the extent required by an order of the Bankruptcy Court, which order has become final and nonappealable.

(c) In the event of the termination of the Settlement Agreement pursuant to its terms, the Escrow Agent shall not release the Escrow Funds unless and until receipt of joint written instructions on behalf of WMI, JPMC and the FDIC Receiver, or as required by a final and nonappealable order of the Bankruptcy Court.

IV. Fees and Expenses of Escrow Agent.

The Escrow Agent shall be entitled to reasonable compensation for its services as Escrow Agent hereunder, as listed on Schedule A annexed hereto, and to reimbursement for all reasonable expenses of or reasonable disbursements incurred by the Escrow Agent in the performance of its duties hereunder, including the reasonable fees, expenses and disbursements of counsel to the Escrow Agent. All such amounts shall be promptly authorized for payment by WMI, JPMC and the FDIC Receiver upon the receipt of a reasonably detailed written invoice from the Escrow Agent. Any such fees and expenses of the Escrow Agent shall be payable out of the Escrow Funds, the funds of the Washington Mutual Escrow Account, the JPMC Escrow Account, the FDIC Escrow Account, and/or by WMI, JPMC and the FDIC Receiver in the same manner, and to the same extent, as if such fees and expenses were Pre-2009 Group Taxes determined to be payable under Section 2.4(g) of the Settlement Agreement.

V. Rights, Duties and Immunities of Escrow Agent.

The acceptance by the Escrow Agent of its duties under this Refund Escrow Agreement is subject to the following terms and conditions, which all parties to this Refund Escrow Agreement hereby agree shall govern and control the rights, duties and immunities of the Escrow Agent:

(a) The duties and obligations of the Escrow Agent shall be determined solely by reference to the express provisions of this Refund Escrow Agreement and Section 2.4 of the Settlement Agreement and the Escrow Agent shall not be liable, except for the performance of such duties and obligations as are specifically set forth herein. The Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any agreement or arrangement by WMI, JPMC and the FDIC Receiver other than Section 2.4 of the Settlement Agreement. The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Refund Escrow Agreement may arise (except to the extent expressly incorporated herein). The Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of any other party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. This Refund Escrow Agreement shall not be deemed to create a fiduciary relationship between the parties hereto under state or federal law.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Refund Escrow Agreement or of any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein contained shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Refund Escrow Agreement.

(c) Each of WMI, JPMC and the FDIC Receiver, jointly and severally, agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage or expense (including, but without limitation, attorneys' fees, costs and disbursements) that the Escrow Agent may suffer or incur in connection with this Refund Escrow Agreement and its performance hereunder or in connection herewith, except to the extent such loss, liability, damage or expense arises from its willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction. The Escrow Agent shall have the further right at any time and from time to time to charge, and reimburse itself from, the property held in escrow hereunder.

(d) The Escrow Agent shall be fully protected in acting on and relying upon any written notice, direction, request, waiver, consent, receipt, signature or other paper or document which the Escrow Agent in good faith believes to have been signed and presented by the proper party or parties.

(e) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct.

(f) The Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Refund Escrow Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the written advice or opinion of such counsel.

(g) The parties hereto agree that should any dispute arise with respect to the payment, ownership or right of possession of the Refund Escrow Account, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its willful misconduct or gross negligence, all or any part of the Refund Escrow Account until such dispute shall have been settled either by mutual agreement by the parties concerned or by the final order of the Bankruptcy Court and a notice executed by the parties to the dispute or their authorized representatives shall have been delivered to the Escrow Agent setting forth the resolution of the dispute, which notice WMI, JPMC and the FDIC Receiver hereby agree to so execute and deliver to the Escrow Agent in the event that such a final order is obtained from or issued by the Bankruptcy Court. The Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The Escrow Agent shall have the option, after 30 calendar days' notice to the other parties of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

(h) The Escrow Agent shall provide a monthly account statement to each party to this Agreement.

(i) The agreements set forth in this Section V shall survive the resignation or removal of the Escrow Agent, the termination of this Refund Escrow Agreement and the payment of all amounts hereunder.

VI. Resignation of Escrow Agent.

(a) The Escrow Agent shall have the right to resign upon 30 days written notice to WMI, JPMC and the FDIC Receiver. In the event of such resignation, WMI, JPMC and the FDIC Receiver shall agree upon and appoint a successor escrow agent hereunder by delivering to the Escrow Agent a joint written notice of such appointment. Upon receipt of such notice, the Escrow Agent shall deliver to the designated successor escrow agent all money and other property held hereunder and shall thereupon be released and discharged from any and all further responsibilities whatsoever under this Refund Escrow Agreement; provided, however, that the Escrow Agent shall not be deprived of its compensation earned prior to such time, but shall refund a ratable portion of any compensation paid in advance.

(b) If no successor escrow agent shall have been designated by the date specified in the Escrow Agent's notice, all obligations of the Escrow Agent hereunder shall nevertheless cease and terminate. Its sole responsibility thereafter shall be to keep safely all property then held by it and to deliver the same to a person designated by the other parties hereto or in accordance with the direction of a final order of the Bankruptcy Court; provided, however, that the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

VII. Notices.

All notices, communications and deliveries required or permitted by this Refund Escrow Agreement, including monthly account statements and transaction advices for the Refund Escrow Account, shall be deemed given or made (a) on the date delivered if delivered by telecopy and confirmed by receipt of electronic confirmation or other evidence of receipt, (b) upon actual receipt (as established by confirmation of receipt or otherwise) on the first Business Day after transmission electronically by e-mail, (c) on the date delivered, if delivered in person, (d) in each case, on the date delivered if it is mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) or (e) on the day after it is delivered, prepaid, by an overnight express delivery service that confirms to the sender delivery on such day, as follows:

(1) if to WMI, at:

Washington Mutual, Inc.
925 Fourth Avenue, Suite 2500
Seattle, Washington 98101
Attention: General Counsel
Telecopy: (206) 432-8879
Email: chad.smith@wamuinc.net

with a copy given in like manner to (which shall not constitute notice):

Alvarez & Marsal LLP
100 Pine Street, Suite 900
San Francisco, California 94111
Attention: William Kosturos
Telecopy: (415) 837-1684
Email: bkosturos@alvarezandmarsal.com

- and -

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Brian S. Rosen, Esq.
Telecopy: (212) 310-8007
Email: brian.rosen@weil.com

(2) if to JPMC, at:

JPMorgan Chase Bank, N.A.
270 Park Avenue, 12th Floor
New York, New York 10017
Attention: Donald McCree
Telecopy: (212) 622-4827
Email: donald.mccree@jpmorgan.com

- and -

JPMorgan Chase Bank, N.A.
270 Park Avenue, 38th Floor
New York, NY 10017
Attention: Travis Epes, Esq.
Telecopy: (212) 270-0058
Email: epes_travis@jpmorgan.com

- and -

JPMorgan Chase Bank, N.A.
One Chase Manhattan Plaza, 26th Floor
New York, New York 10081
Attention: Lawrence N. Chanen, Esq.
Telecopy: (212) 552-4272
Email: lawrence.n.chanen@chase.com

with a copy given in like manner to (which shall not constitute notice):

Sullivan & Cromwell LLP
1888 Century Park East
Los Angeles, California 90067
Attention: Hydee Feldstein, Esq.
Attention: Robert A. Sacks, Esq.
Telecopy: (310) 712-8800
Email: feldsteinh@sullcrom.com
Email: sacksr@sullcrom.com

- and -

Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Stacey Friedman, Esq.
Telecopy: (212) 291-9059
Email: friedmans@sullcrom.com

(3) if to the FDIC Receiver, at:

Federal Deposit Insurance Corporation
3501 Fairfax Drive
Arlington, Virginia 22226
Attention: B. Amon James, Esq.
Attention: Kathryn Norcross, Esq.
Telecopy: (703) 562-2475
Email: bajames@fdic.gov
Email: knorcross@fdic.gov

with a copy given in like manner to (which shall not constitute notice):

DLA Piper LLP
1251 Avenue of the Americas
New York, New York 10020
Attention: Thomas R. Califano, Esq.
Telecopy: (212) 884-8690
Email: thomas.califano@dlapiper.com

(4) if to the Escrow Agent, at:

[_____]
[_____]
Attention: [_____]
Telecopy: [_____]
Facsimile: [_____]
Email: [_____]

with a copy given in a like manner to (which shall not constitute notice):

[_____]
[_____]
Attention: [_____]
Telecopy: [_____]
Facsimile: [_____]
Email: [_____]

VIII. Amendment.

This Refund Escrow Agreement may not be amended, modified, supplemented or otherwise altered except by an instrument in writing signed by the parties hereto.

IX. Termination.

The Refund Escrow Account shall be deemed dissolved and this Refund Escrow Agreement shall terminate upon the written agreement of the parties hereto, upon disbursement of all of the Escrow Funds, or upon transfer of all of the Escrow Funds then in the possession of the Escrow Agent to the Bankruptcy Court or such other party as the parties hereto may jointly agree upon in writing in accordance with the terms of this Refund Escrow Agreement.

X. Governing Law; Jurisdiction.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW. WMI, JPMC, THE FDIC RECEIVER AND THE ESCROW AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE THAT ANY LEGAL ACTION, SUIT OR PROCEEDING BETWEEN ANY OR ALL OF THE FOREGOING WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS REFUND ESCROW AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT OR PROCEEDING, SHALL BE BROUGHT IN THE BANKRUPTCY COURT FOR THAT PURPOSE ONLY, AND,

BY EXECUTION AND DELIVERY OF THIS REFUND ESCROW AGREEMENT, EACH HEREBY IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

XI. Counterparts.

This Refund Escrow Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

XII. Entire Agreement.

This Refund Escrow Agreement (as amended, supplemented or otherwise modified from time to time) sets forth in full the terms of agreement between the parties and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussion, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto.

XIII. Waiver.

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. No delay or failure of any party to require the performance of any term or obligation of this Refund Escrow Agreement or to exercise any right, power or remedy hereunder shall prevent any subsequent enforcement of such term or obligation or operate as a waiver thereof; nor shall any single waiver by any party of any breach of this Refund Escrow Agreement be deemed a waiver of any subsequent breach.

XIV. Severability.

Wherever possible, each provision of this Refund Escrow Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Refund Escrow Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining

provisions of this Refund Escrow Agreement. In the event any provision of this Refund Escrow Agreement is prohibited or invalid, the Escrow Agent shall not release the Escrow Funds unless and until receipt of joint written instructions on behalf of WMI, JPMC and the FDIC Receiver, or as required by a final and nonappealable order of the Bankruptcy Court.

XV. No Strict Construction.

This Refund Escrow Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto or thereto. Neither the provisions of this Refund Escrow Agreement or any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or such party's counsel drafted this Refund Escrow Agreement or such other agreements and documents, or based on any other rule of strict construction.

XVI. Force Majeure.

The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

XVII. Exclusive Benefit; Assignment.

Except as specifically set forth in this Refund Escrow Agreement, this Refund Escrow Agreement is for the exclusive benefit of the parties hereto and their respective permitted successors hereunder, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Refund Escrow Agreement without the prior written consent of the other parties; provided, that the Escrow Agent may resign upon the terms described herein; and provided, further, that WMI may assign its rights and obligations hereunder to a liquidating trust pursuant to the Plan.

XVIII. JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account.

WMI, JPMC and the FDIC Receiver agree that the form of escrow agreement that is to be used for each of the JPMC Escrow Account, the FDIC Escrow Account and the Washington Mutual Escrow Account shall be substantially similar to this Refund Escrow Agreement, subject to such revisions as may be mutually agreed between WMI, JPMC and the FDIC Receiver prior to the execution of the escrow agreements for each of the JPMC Escrow Account, the FDIC Escrow Account and the

Washington Mutual Escrow Account (including, without limitation, authorizing the payment of the fees and expenses out of such escrow accounts or the Refund Escrow Account in the same manner, and to the same extent, as if such fees and expenses were Pre-2009 Group Taxes determined to be payable under Section 2.4(g) of the Settlement Agreement).

XIX. Use of Name.

No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions [“_____”] by name or the rights, powers, or duties of the Escrow Agent under this Refund Escrow Agreement shall be issued by any other parties hereto, or on such party’s behalf, without the prior written consent of the Escrow Agent.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Refund Escrow Agreement to be duly executed and delivered as of the date first above written.

**WASHINGTON MUTUAL, INC.,
as Debtor in Possession**

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

**FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for
Washington Mutual Bank**

By: _____
Name: Robert Schoppe
Title: Receiver in Charge

ESCROW AGENT

[_____]

By: _____
Name:
Title:

SCHEDULE A:

**ESCROW AGENT FEE SCHEDULE
Prepared for Refund Escrow Account**

[To be completed]

EXHIBIT "G"
PLAN CONTRIBUTION ASSETS

Plan Contribution Assets

The Plan Contribution Assets are each defined in the Agreement, and include the following:

To JPMC Entities:

80% of all Net Tax Refunds, except for the Homeownership Carryback Refund Amount of which the JPMC Entities shall receive zero

Anchor Litigation

Benefit Plans

BKK-Related Policies

Bonds

Checks made out to or funds received by WMI for the benefit of the WMI Medical Plan, the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Active Employees, and/or the JPMorgan Chase Flexible Benefits Plan for Heritage WaMu Retirees

JPMC Policies

JPMC Rabbi Trusts

Lakeview Plan

WMI Medical Plan

Transferred Intellectual Property

Trust Preferred Securities

Unidentified Intellectual Property

Visa Shares

WaMu Pension Plan

WMB Intellectual Property

WMIIC's right, title and interest in and to JPMC Wind Investment Portfolio LLC

To WMI Entities:

65.178% of the Homeownership Carryback Refund Amount and 20% of all other Net Tax Refunds

American Savings Litigation

JPMC Allowed Unsecured Claim

JPMC's right, title and interest in and to H.S. Loan Corporation

Revolving Notes

Remaining Claims

Registry Funds

WMI Accounts and the Disputed Accounts

WMI Intellectual Property
WMI Policies
WMI Rabbi Trust
\$25,000,000.00 for Visa Shares
\$50,000,000.00 with respect to Vendor Claims

To FDIC Receiver:

Bank Loss claims
34.822% of the Homeownership Carryback Refund Amount

EXHIBIT “H”

STIPULATION OF DISMISSAL OF WMI ACTION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

WASHINGTON MUTUAL, INC.

and

WMI INVESTMENT CORP.,

Plaintiffs and Counterclaim
Defendants,

Plaintiffs and Counterclaim
Defendants

v.

FEDERAL DEPOSIT INSURANCE
CORPORATION, in its corporate capacity,

Defendant,

and

FEDERAL DEPOSIT INSURANCE
CORPORATION, in its capacity as receiver of
Washington Mutual Bank,

Defendant and Counterclaim
Plaintiff,

and

JPMORGAN CHASE BANK, N.A.,

Intervenor-Defendant.

Case No. 1:09-cv-00533 RMC

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to that certain Settlement Agreement, dated as of May __, 2010,
and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of
Bankruptcy Procedure 2002, 6004, and 9019, Authorizing and Approving (A) the
Execution, Delivery and Performance of Settlement Agreement and (B) the

Consummation of the Transactions Contemplated Thereby, dated July ____, 2010, plaintiffs and counterclaim defendants Washington Mutual, Inc. and WMI Investment Corp. (collectively, the "Plaintiffs"), defendant and counterclaim plaintiff Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank (the "FDIC-Receiver"), defendant Federal Deposit Insurance Corporation in its corporate capacity ("FDIC-Corporate"), and intervenor defendant and counterclaim defendant JPMorgan Chase Bank, N.A. ("JPMC") hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above-captioned litigation shall be and hereby are dismissed with prejudice to refileing the same or any part thereof. Each of the Plaintiffs, the FDIC-Receiver, FDIC-Corporate, JPMC and any of the other intervening parties shall be responsible for its own costs of court and attorneys' fees.

Dated: New York, New York
July ____, 2010

WEIL, GOTSHAL & MANGES LLP
Attorneys for Plaintiffs
1300 Eye Street
Suite 900
Washington, D.C. 20005
Telephone: (202) 682-7000
Facsimile: (202) 857-0940

-and-

767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

By: _____
Adam P. Stochak

DLA PIPER LLP (US)
Attorneys for FDIC
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501

By: _____
John J. Clarke, Jr.

SULLIVAN & CROMWELL LLP
Attorneys for JPMorgan Chase Bank, N.A.
125 Broad Street
New York, New York 10004
Telephone: (212) 558-4000
Facsimile: (212) 558-3588
-and-
1888 Century Park East
Los Angeles, California 90067
Telephone: (310) 712-6600
Facsimile: (310) 712-8800

-and-

LANDIS RATH & COBB LLP
919 Market Street, Suite 1800
Wilmington, DE 19899
Telephone: (302) 467-4400
Facsimile: (302) 467-4450

By: _____
Robert A. Sacks

SO ORDERED this ____ day
of July, 2010

HONORABLE ROSEMARY M. COLLYER
UNITED STATES DISTRICT JUDGE

EXHIBIT "I"

STIPULATION OF DISMISSAL OF JPMC ACTION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|--|---|-----------------------------------|
| In re | X | |
| | : | Chapter 11 |
| WASHINGTON MUTUAL, INC., et. al., ¹ | : | |
| Debtors. | : | Case No. 08-12229 (MFW) |
| | : | |
| | : | Jointly Administered |
| | X | |
| | : | Adversary Proceeding No. 09-50551 |
| JP MORGAN CHASE BANK, N.A. | : | |
| Plaintiff | : | |
| - against - | : | |
| WASHINGTON MUTUAL, INC. AND WMI INVESTMENT CORP., | : | |
| Defendants for all claims, | : | |
| - and - | : | |
| FEDERAL DEPOSIT INSURANCE COMPANY | : | |
| Additional Defendant for Interpleader claim. | : | |
| | X | |

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to that certain Settlement Agreement, dated as of May ____, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement, and (B) the Consummation of the Transactions Contemplated Thereby, dated July ____, 2010,

¹ The Debtors in these Chapter 11 cases and the last four digits of each Debtors' federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).

plaintiff JPMorgan Chase Bank, N.A. (the "Plaintiff"), defendants Washington Mutual, Inc. and WMI Investment Corp. (collectively, the "Defendants"), and counterclaim defendant Federal Deposit Insurance Corporation, in its capacity as receiver for Washington Mutual Bank ("FDIC-Receiver"), hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above-captioned adversary proceeding shall be and hereby are dismissed with prejudice to refileing the same or any part thereof. Each of the Plaintiff, the Defendants and the FDIC-Receiver shall be responsible for its own costs of court and attorneys' fees.

Dated: New York, New York
July __, 2010

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-and-

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By: _____

SO ORDERED this ____ day of
July, 2010

HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT “J”

STIPULATION OF DISMISSAL OF TURNOVER ACTION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

| | |
|--|---------------------------|
| -----X | |
| In re: | : Chapter 11 |
| WASHINGTON MUTUAL, INC., <i>et. al.</i> , ¹ | : : |
| Debtors. | : Case No. 08-12229 (MFW) |
| -----X | : : |
| WASHINGTON MUTUAL, INC. AND | : Jointly Administered |
| WMI INVESTMENT CORP., | : : |
| Plaintiffs, | : : |
| and | : Adv. Proc. No. 09-50934 |
| THE OFFICIAL COMMITTEE OF UNSECURED | : : |
| CREDITORS OF WASHINGTON MUTUAL, INC. | : : |
| AND WMI INVESTMENT CORP., | : : |
| Intervenor-Plaintiff, | : : |
| v. | : : |
| JPMORGAN CHASE BANK, NATIONAL | : : |
| ASSOCIATION, | : : |
| Defendant, | : : |
| and | : : |
| FEDERAL DEPOSIT INSURANCE | : : |
| CORPORATION, | : : |
| Intervenor-Defendant, | : : |
| and | : : |
| BANK BONDHOLDERS, | : : |
| Intervenor-Defendant. | : : |
| -----X | |

¹ The Debtors in these Chapter 11 cases and the last four digits of each Debtors' federal tax identification numbers are: (i) Washington Mutual, Inc. (3725) and (ii) WMI Investment Corp. (5395).

STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to that certain Settlement Agreement, dated as of May ___, 2010, and the Order, Pursuant to Section 105 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004 and 9019, Authorizing and Approving (A) the Execution, Delivery and Performance of Settlement Agreement, and (B) the Consummation of the Transactions Contemplated Thereby, dated June ___, 2010, plaintiffs Washington Mutual, Inc. WMI Investment Corp. (collectively, the "*Plaintiffs*"), the Official Committee of Unsecured Creditors (the "*Committee*"), as intervenor-plaintiff, defendant JPMorgan Chase Bank, N.A. (the "*Defendant*"), and cross-claim defendant Federal Deposit Insurance Corporation, as receiver for Washington Mutual Bank (the "*FDIC-Receiver*"), hereby stipulate and agree that all claims, causes of action, and objections of any sort asserted in the above captioned adversary proceeding shall be and hereby are dismissed with prejudice to refileing the same or any part thereof. Each of the Plaintiffs, the Committee, the Defendant and the FDIC-Receiver shall be responsible for its own costs of court and attorneys' fees.

Dated: New York, New York
July ___, 2010

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