

Division of Resolutions and Receiverships

Washington Mutual Bank

Closing Book

Institution Number: 10015

Institution Location: Henderson, NV

Date of Closing: September 25, 2008

Confidential Information Confidential Information

Transaction Recap

Washington Mutual Bank

Henderson, NV

Partial
b(4)
b(5)
b(6)

In all the transactions offered by the FDIC, the Whole Bank Purchase and Assumption Agreement will be tailored to the winning bid. In all transactions, all assets are purchased by the acquirer and the preferred stock is excluded from the transaction. The legal documents will be the governing documents for this transaction.

The FDIC is offering five alternative transaction structures:

1. All liabilities are assumed except the preferred stock.
 2. All liabilities are assumed, except the preferred stock and the subordinated debt.
 3. All liabilities are assumed except the preferred stock, the subordinated debt and the senior debt.
 4. All deposits and secured liabilities are assumed by the acquirer.
 5. All insured deposits and secured liabilities are assumed.
- The bid for alternatives 1, 2, or 3 must be at least the FDIC's administrative costs of the closing equal to \$_____. (amount to be provided).

Assets Purchased: The Assuming Bank will purchase all assets whether or not on the books of the Bank, except for those that are specifically excluded under Article III of the Whole Bank agreement. In general, all assets are acquired at book value with the exception of securities which are purchased at fair market value.

Leased Premises: The Assuming Bank has a 90 day option to cause the Receiver to assign to the Assuming Bank any or all leased Bank Premises which have been continuously occupied by the Assuming Bank from the closing date to the date assignment is elected.

Furniture, Fixtures and Equipment: The Assuming Bank shall purchase all FF&E located on premises purchased, leased or subleased.

Notice to Vacate Leased Premises: If the Assuming Bank elects not to accept an assignment

of the lease or sublease any leased Bank Premises, the Assuming Bank must provide notice specifying the date of occupancy termination, which will be no more than 90 days after date of notice.

10.Excluded Assets: Assets listed in Section 3.5 of the Purchase and Assumption Agreement are specifically excluded, but not limited to:

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(1) Any financial institution bonds, banker's blanket bonds, or public liability, fire, or extended coverage insurance policy or any other insurance policy of the Failed Bank, or premium refund, unearned premium derived from cancellation, or any proceeds payable with respect to any of the foregoing;

(2) Any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Bank or

any Subsidiary of the Failed Bank on or prior to Bank Closing arising out of any act or

omission of such Person in such capacity, (ii) any underwriter of financial institution

bonds, banker's blanket bonds or any other insurance policy of the Failed Bank, (iii) any

shareholder or holding company of the Failed Bank, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such

Person's failure to pay on a Loan made by the Failed Bank) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving

rise to any such claim shall have occurred on or before Bank Closing, regardless of when any such claim is discovered and regardless of whether any such claim is made with respect to a financial institution bond, banker's blanket bond, or any other insurance policy of the Failed Bank in force as of Bank Closing;

(3) Any criminal/restitution orders issued in favor of the Failed Bank;

11. Deposits: Assumed deposits will include accrued, but unpaid interest and other liabilities as

appropriate under the provisions of the Purchase and Assumption Agreement.

12. Employee Benefit Plans: all employee benefit plans transfer to the acquirer.

13. Litigation: The Receiver will retain all non-asset related defensive litigation and the

Assuming Bank will keep all offensive litigation.

14. Contracts: The Assuming Bank will be given a 120-day option to identify and notify the

Receiver of the contracts to be repudiated.

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PURCHASE AND ASSUMPTION AGREEMENT

BANK

WHOLE

AMONG
FEDERAL DEPOSIT INSURANCE CORPORATION,

RECEIVER OF WASHINGTON MUTUAL BANK,
HENDERSON, NEVADA

FEDERAL DEPOSIT INSURANCE CORPORATION
and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

OF
SEPTEMBER 25, 2008

DATED AS

.
ARTICLE I

ARTICLE II

2.1

2.2

2.3

2.4

2.5

ARTICLE III

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PURCHASE AND ASSUMPTION AGREEMENT

BANK

WHOLE

THIS AGREEMENT, made and entered into as of the 25th day of September, 2008, by and among the FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER of WASHINGTON MUTUAL BANK, HENDERSON, NEVADA (the "Receiver"),

the laws of

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, organized under

business in Seattle, Washington (the "Assuming Ban"), and the FEDERAL DEPOSIT INSURANCE CORPORATION,

the United States of America, and having its principal place of

the United States of America and having its principal office in organized under the laws of

Washington, D.C., acting in its corporate capacity (the "Corporation").

WITNESSETH:

WHEREAS, on Ban Closing, the Chartering Authority closed Washington Mutual

Ban (the "Failed Ban") pursuant to applicable law and the Corporation was appointed Receiver

thereof; and

WHEREAS, the Assuming Ban desires to purchase substantially all of the assets and

the Failed Ban on the terms and conditions set forth in this Agreement; and

assume all deposit and substantially all other liabilities of

provide

WHEREAS, pursuant to 12 U.S.c. Section 1823(c)(2)(A), the Corporation may

assistance to the Assuming Ban to facilitate the transactions contemplated by this Agreement, which assistance may include indemnification pursuant to Article XII; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined to

provide assistance to the Assuming Ban on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the Board has determined pursuant to 12 U.S.C. Section 1823(c)(4)(A) that the Corporation to provide insurance coverage for the insured deposits in the Failed Ban and is the least costly to the deposit insurance fund of all possible methods for meeting such obligation.

such assistance is necessary to meet the obligation of

the mutual promises herein set forth and other

NOW THEREFORE, in consideration of

valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article I, or elsewhere in this Agreement. As used herein, words impairing the singular include the plural and vice versa.

"Accounting Records" means the general ledger and subsidiary ledgers and supporting schedules which support the general ledger balances.

the Failed Ban acquired

"Acquired Subsidiaries" means Subsidiaries of

pursuant to Section 3 .1.

"Adversely Classified" means, with respect to any Loan or security, a Loan or security which has been designated in the most recent report of examination as "Substandard,"

"Doubtful" or "Loss" by the Failed Ban's appropriate Federal or State Chartering Authority or regulator.

"Affiliate" of any Person means any director, officer, or employee of that Person and any other Person (i) who is directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such Person, or (ii) who is an affiliate of such Person as the

the Bank Holding Company Act of 1956, as amended,

term "affiliate" is defined in Section 2 of

12 U.S.c. Section 1841.

"Agreement" means this Purchase and Assumption Agreement by and among the Assuming Ban, the Corporation and the Receiver, as amended or otherwise modified from time

to time.

the Failed Ban purchased pursuant to Section 3.1.
this

"Assets" means all assets of

Assets owned by Subsidiaries of the Failed Ban are not "Assets" within the meaning of
definition.

"Assumed Deposits" means Deposits.

the Failed Ban on the date on

"Bank Closing" means the close of business of

which the Chartering Authority closed such institution.

"Bank Premises" means the banking houses, drive-in banking facilities, and
teller facilities (staffed or automated) together with appurtenant parking, storage
and service
facilities and structures connecting remote facilities to banking houses, and land on
which the

foregoing are located, that are owned or leased by the Failed Ban and that are
occupied by the

Ban Closing.

Failed Ban as of

"Bid Amount" has the meaning provided in Article VII.

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"Book Value" means, with respect to any Asset and any Liability Assumed, the the Failed Bank. The Book Value of

dollar amount thereof stated on the Accounting Records of

Bank Closing after adjustments made by the Assuming Bank

any item shall be determined as of

for normal operational and timing differences in accounts, suspense items, unposted debits and credits, and other similar adjustments or corrections and for setoffs, whether voluntary or involuntary. The Book Value of a Subsidiary of the Failed Bank acquired by the Assuming Bank shall be determined from the investment in subsidiar and related accounts on the "ban only"

(unconsolidated) balance sheet of the Failed Ban based on the equity method of accounting. Without limiting the generality of the foregoing, (i) the Book Value of a Liability Assumed shall

Ban Closing, and (ii) the Book Value of a

include all accrued and unpaid interest thereon as of

Loan shall reflect adjustments for eared interest, or unearned interest (as it relates to the "rule of 78s" or add-on-interest loans, as applicable), if any, as of Bank Closing, adjustments for the

portion of earned or uneared loan-related credit life and/or disability insurance premiums, if Ban Closing, and adjustments for Failed Ban

any, attributable to the Failed Bank as of

any, in each case as determined for financial reporting purposes. The Book Value of an Asset shall not include any adjustment for loan premiums, discounts or any related deferred

Advances, if

the Failed Ban.

income or fees, or general or specific reserves on the Accounting Records of

"Business Day" means a day other than a Saturday, Sunday, Federal legal holiday the State where the Failed Ban is located, or a day on which

or legal holiday under the laws of

the principal office of the Corporation is closed.

"Chartering Authority" means (i) with respect to a national ban, the Office of the Currency, (ii) with respect to a Federal savings association or savings . the Comptroller of

Thrft Supervision, (iii) with respect to a ban or savings institution charered ban, the Office of

a State, the agency of such State charged with primar responsibility for regulating and/or

closing bans or savings institutions, as the case may be, (iv) the Corporation in accordance with appointment, or (v) the appropriate Federal

by

12 U.S.C. Section 1821(c), with regard to self

baning agency in accordance with 12 US.c. 1821(c)(9).

"Commitment" means the unfunded portion of a line of credit or other commitment reflected on the books and records of the Failed Ban to make an extension of credit

(or additional advances with respect to a Loan) that was legally binding on the Failed Ban as of

Ban Closing, other than extensions of credit pursuant to the credit card business and overdraft

protection plans of the Failed Ban, if any.

"Credit Documents" mean the agreements, instruments, certificates or other documents at any time evidencing or otherwise relating to, governing or executed in connection

with or as security for, a Loan, including without limitation notes, bonds, loan agreements, letter

of credit applications, lease financing contracts, baner's acceptances, drafts, interest protection

agreements, currency exchange agreements, repurchase agreements, reverse repurchase agreements, guarantees, deeds of trust, mortgages, assignments, security agreements, pledges,

subordination or priority agreements, lien priority agreements, undertakings, security

instruments, certificates, documents, legal opinions, participation agreements and intercreditor

agreements, and all amendments, modifications, renewals, extensions, rearangements, and

the foregoing.

substitutions with respect to any of

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"Credit File" means all Credit Documents and all other credit, collateral, or the Assuming Ban, or any of its insurance documents in the possession or custody of

Subsidiaries or Affiliates, relating to an Asset or a Loan included in a Put Notice, or copies of any thereof.

"Data Processing Lease" means any lease or licensing agreement, binding on the which is data processing equipment or computer hardware or software used in connection with data processing activities. A lease or licensing agreement for computer software used in connection with data processing activities shall whether such lease or licensing agreement also

Failed Ban as of Bank Closing, the subject of

constitute a Data Processing Lease regardless of

covers data processing equipment.

"Deposit" means a deposit as defined in 12 U.S.C. Section 1813(1), including without limitation, outstanding cashier's checks and other official checks and all uncollected

the Failed

items included in the depositors' balances and credited on the books and records of

those deposit

Ban; provided, that the term "Deposit" shall not include all or any portion of

the Receiver or the Corporation, (i) may be required to

balances which, in the discretion of

satisfy it for any liquidated or contingent liability of any depositor arising from an unauthorized or unlawful transaction, or (ii) may be needed to provide payment of any liability

of any
depositor to the Failed Ban or the Receiver, including the liability of any
depositor as a director

the liability is or can be determined as

or officer of the Failed Ban, whether or not the amount of

Ban Closing.

of

"Failed Bank Advances" means the total sums paid by the Failed Ban to (i)
protect its lien position, (ii) pay ad valorem taxes and hazard insurance, and (iii)
pay credit life

insurance, accident and health insurance, and vendor's single interest insurance.

"Fixtures" means those leasehold improvements, additions, alterations and
Ban Premises and which were acquired, added, built,

installations constituting all or a part of

the holder of legal title

installed or purchased at the expense of
the Failed Ban, regardless of

Ban Closing.

thereto as of

"Furniture and Equipment" means the furniture and equipment (other than
leased data processing equipment, including hardware and software), leased or owned
by the

Ban Closing, including without

the Failed Ban as of

Failed Ban and reflected on the books of

limitation automated teller machines, caretaking, furniture, office machinery
(including personal
computers), shelving, office supplies, telephone, surveillance and security systems,
and work.

Section 12.1(b),

"Indemnities" means, except as provided in paragraph (11) of

the Assuming Ban other than any

(i) the Assuming Ban, (ii) the Subsidiaries and Affiliates of the

Subsidiaries or Affiliates of the Failed Ban that are or become Subsidiaries or Affiliates of

the Assuming Ban and

Assuming Ban, and (iii) the directors, officers, employees and agents of

its Subsidiaries and Affiliates who are not also present or former directors, officers, employees or agents of the Failed Ban or of any Subsidiary or Affiliate of the Failed Bank.

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"Initial Payment" means the payment made pursuant to Article VII, the amount the Bid Amount is positive, the Bid Amount plus the Required

of which shall be either (i) if

the Bid Amount is negative, the Required Payment minus the Bid Amount. The Payment or (ii) if

the Initial Payment

Initial Payment shall be payable by the Corporation to the Assuming Ban if

is a negative amount. The Initial Payment shall be payable by the Assuming Ban to the

the Initial Payment is positive.

Corporation if

indebtedness legally owed by an Obligor

"Legal Balance" means the amount of

with respect to a Loan, including principal and accrued and unpaid interest, late fees, attorneys' fees and expenses, taxes, insurance premiums, and similar charges, if any.

"Liabilities Assumed" has the meaning provided in Section 2.1.

"Lien" means any mortgage, lien, pledge, charge, assignment for security purposes, security interest, or encumbrance of any kind with respect to an Asset, including any conditional sale agreement or capital lease or other title retention agreement relating to such Asset.

the following owed to or held by the Failed Ban as of

"Loans" means all of

Ban Closing:

the Accounting

(i) loans (including loans which have been charged off the Failed Ban in whole or in part prior to Ban Closing), participation agreements,

Records of

interests in participations, overdrafts of customers (including but not limited to overdrafts made

pursuant to an overdraft protection plan or similar extensions of credit in connection with a deposit account), revolving commercial lines of credit, home equity lines of credit, Commitments, United States and/or State-guaranteed student loans, and lease financing contracts;

(ii) all Liens, rights (including rights of set-off), remedies, powers, privileges, demands, claims, priorities, equities and benefits owned or held by, or accruing or to accrue to or

the obligations or instruments referred to in clause (i) above,

for the benefit of, the holder of

including but not limited to those arising under or based upon Credit Documents, casualty insurance policies and binders, standby letters of credit, mortgagee title insurance policies and binders, payment bonds and performance bonds at any time and from time to time existing with

the obligations or instruments referred to in clause (i) above; and

respect to any of

(iii) all amendments, modifications, renewals, extensions, refinancings, and refundings of or for any of the foregoing;

provided, that there shall be excluded from the definition of "Loans" amounts owing under

Qualified Financial Contracts.

"Obligor" means each Person liable for the full or partial payment or performance of any Loan, whether such Person is obligated directly, indirectly, primarily, secondarily, jointly, or severally.

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"Other Real Estate" means all interests in real estate (other than Ban Premises and Fixtures), including but not limited to mineral rights, leasehold rights, condominium and cooperative interests, air rights and development rights that are owned by the Failed Ban.

"Payment Date" means the first Business Day after Ban Closing.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any

agency or political subdivision thereof, excluding the Corporation.

"Primary Indemnitor" means any Person (other than the Assuming Ban or any its Affiliates) who is obligated to indemnify or insure, or otherwise make payments (including payments on account of claims made against) to or on behalf of any Person in connection with the claims covered under Article XII, including without limitation any insurer issuing any directors and officers liability policy or any Person issuing a financial institution bond or baner's

of

blanet bond.

"Proforma" means producing a balance sheet that reflects a reasonably accurate the Failed Ban through the date of closing. The Proforma financial financial statement of

both the Assuming Ban and the Receiver.

statements serve as a basis for the opening entries of

"Put Date" has the meaning provided in Section 3.4.

"Put Notice" has the meaning provided in Section 3.4.

"Qualified Financial Contract" means a qualified financial contract as defined in 12 U.S.C. Section 1821(e)(8)(D).

"Record" means any document, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy) of the Failed Ban generated or maintained by the Failed Ban that is owned by or in the possession of the Receiver at Ban Closing.

"Related Liability" with respect to any Asset means any liability existing and Ban Closing for (i) indebtedness the Failed Ban as of

reflected on the Accounting Records of

secured by mortgages, deeds of trust, chattel mortgages, security interests or other liens on or affecting such Asset, (ii) ad valorem taxes applicable to such Asset, and (iii) any other obligation determined by the Receiver to be directly related to such Asset.

"Related Liability Amount" with respect to any Related Liability on the books of the Assuming Ban, means the amount of such Related Liability as stated on the Accounting the Assuming Ban (as maintained in accordance with generally accepted accounting Records of

which the Related Liability Amount is being determined. With respect to a liability that relates to more than one asset, the amount of such Related Liability shall be allocated among such assets for the purpose of determining the Related Liability Amount with

principles) as of the date as of

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Whole Bank P&A

respect to anyone of such assets. Such allocation shall be made by specific allocation, where determinable, and otherwise shall be pro rata based upon the dollar amount of such assets stated

the entity that owns such asset.

on the Accounting Records of

"Required Payment" means \$50,000,000.00.

"Repurchase Price" means with respect to any Asset or asset, which shall be determined by the Receiver, the lesser of (a) or (b):

(a) (i) in the event of a negative Bid Amount, the amount paid by the Assuming Bank, discounted by a percentage equal to the quotient produced by dividing the

the Failed
Ban;

Assuming Ban's Bid Amount by the aggregate Book Value of the Risk Assets of

(ii) in the event of a negative Bid Amount, the amount resulting from (a) (i), above, or in the event of a positive Bid Amount, the amount paid by the Assuming Ban,

(x) for a Loan, shall be decreased by any portion of the Loan classified "loss" and by one-half of any portion of the Loan classified "doubtful" as of the date of Ban Closing, and (y) for any

Asset or asset, including a Loan, decreased by the amount of any money received with respect

thereto since Ban Closing and, if the Asset is a Loan or other interest bearing or earning asset,

the resulting amount shall then be increased or decreased, as the case may be, by interest or discount (whichever is applicable) accrued from and after Ban Closing at the lower of: (i) the contract rate with respect to such Asset, or (ii) the Settlement Interest Rate; net proceeds received by or due to the Assuming Ban from the sale of collateral, any forgiveness of debt, or otherwise shall be deemed money received by the Assuming Ban; or

WaMuClosingBook.txt

(b) the dollar amount thereof stated on the Accounting Records of the Assuming Ban as of the date as of which the Repurchase Price is being determined, as maintained in accordance with generally accepted accounting principles, and, if the asset is a

and adjusted in the same maner as the Book
Value of a Failed Ban Loan would be adjusted hereunder.

Loan, regardless of the Legal Balance thereof

Provided, however, (b), above, shall not be applicable and the Bid Amount shall be considered to have been positive for Loans repurchased pursuant to Section 3.4(a).

"Risk Assets" means (i) all Loans purchased hereunder, excluding (a) New Loans and (b) Loans to the extent secured by Assumed Deposits (and not included in (i)(a)), plus (ii) the Accrued Interest Receivable, Prepaid Expense, and Other Assets.

"Safe Deposit Boxes" means the safe deposit boxes of the Failed Ban, if any, including the removable safe deposit boxes and safe deposit stacks in the Failed Ban's vault(s),

all rights and benefits (other than fees collected prior to Ban Closing) under rental agreements with respect to such safe deposit boxes, and all keys and combinations thereto.

"Settlement Date" means the first Business Day immediately prior to the day which is one hundred eighty (180) days after Ban Closing, or such other date prior thereto as

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may be agreed upon by the Receiver and the Assuming Bank. The Receiver, in its discretion,

may extend the Settlement Date.

"Settlement Interest Rate" means, for the first calendar quarter or portion thereof during which interest accrues, the rate determined by the Receiver to be equal to the equivalent coupon issue yield on twenty-six (26)-week United States Treasury Bills in effect as

Ban Closing as published in The Wall Street Journal; provided, that if no such equivalent of

Ban Closing, the equivalent coupon issue yield for such

coupon issue yield is available as of

Treasury Bills most recently published in The Wall Street Journal prior to Ban Closing shall be used. Thereafter, the rate shall be adjusted to the rate determined by the Receiver to be equal to

the first day of each

the equivalent coupon issue yield on such Treasury Bills in effect as of

succeeding calendar quarter during which interest accrues as published in The Wall Street

Journal.

"Subsidiary" has the meaning set forth in Section 3(w)(4) of the Federal Deposit Insurance Act, 12 U.S.C. Section 1813(w)(4), as amended.

II

ASSUMPTION OF LIABILITIES

ARTICLE

2.1 Liabilities Assumed by Assuming Bank. Subject to Sections 2.5 and 4.8, the Assuming Bank expressly assumes at Book Value (subject to adjustment pursuant to Article

the Failed Bank which are

the liabilities of

VII) and agrees to pay, perform, and discharge, all of

Bank Closing, including the

the Failed Bank as of

reflected on the Books and Records of

Assumed Deposits and all liabilities associated with any and all employee benefit plans, except

as listed on the attached Schedule 2.1, and as otherwise provided in this Agreement (such

liabilities referred to as "Liabilities Assumed"). Notwithstanding Section 4.8, the Assuming

the Failed Bank.

Bank specifically assumes all mortgage servicing rights and obligations of

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2.2 Interest on Deposit Liabilities. The Assuming Ban agrees that it will assume all Ban Closing, and it will accrue and pay interest on Deposit liabilities assumed pursuant to Section 2.1 at the same rate(s) and on the same terms as agreed to by the

deposit contracts as of

Failed Ban as existed as of Ban Closing. If such Deposit has been pledged to secure an

obligation of the depositor or other party, any withdrawal thereof shall be subject to the terms of the agreement governing such pledge.

2.3 Unclaimed Deposits. If, within eighteen (18) months after Ban Closing, any the Failed Ban does not claim or arrange to continue such depositor's Deposit

depositor of

assumed pursuant to Section 2.1 at the Assuming Ban, the Assuming Ban shall, within fifteen

(15) Business Days after the end of such eighteen (18)-month period, (i) refund to the Corporation the full amount of each such Deposit (without reduction for service charges), (ii)

provide to the Corporation an electronic schedule of all such refunded Deposits in such form as

may be prescribed by the Corporation, and (iii) assign, transfer, convey and deliver to the

the Assuming Ban in and to Records previously transferred to the Assuming Ban and other records generated or maintained by the Assuming

Receiver all right, title and interest of

the

Ban pertaining to such Deposits. During such eighteen (18)-month period, at the request of

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Corporation, the Assuming Bank promptly shall provide to the Corporation schedules

of
unclaimed deposits in such form as may be prescribed by the Corporation.

2.4 Omitted.

2.5 Borrower Claims. Notwithstanding anything to the contrar in this Agreement,
any liability associated with borrower claims for payment of or liability to any
borrower for
to any borrower, whether or not such

relief

monetar relief, or that provide for any other form of

liability is reduced to judgment, liquidated or unliquidated, fixed or contingent,
matured or
unmatured, disputed or undisputed, legal or equitable, judicial or extra-judicial,
secured or
unsecured, whether asserted affirmatively or defensively, related in any way to any
loan or
commitment to lend made by the Failed Ban prior to failure, or to any loan made by a
third

pary in connection with a loan which is or was held by the Failed Ban, or otherwise
arsing in

connection with the Failed Ban's lending or loan purchase activities are
specifically not
assumed by the Assuming Ban.

ARTICLE III PURCHASE OF ASSETS

3.1 Assets Purchased by Assuming Bank. Subject to Sections 3.5, 3.6 and 4.8, the
Assuming Ban hereby purchases from the Receiver, and the Receiver hereby sells,
assigns,
the Receiver

transfers, conveys, and delivers to the Assuming Ban, all right, title, and interest
of

the assets (real, personal and mixed, wherever located and however acquired)
including all subsidiares, joint ventures, partnerships, and any and all other
business

in and to all of

the Failed

combinations or arangements, whether active, inactive, dissolved or terminated, of

Ban Closing. Assets are

the Failed Ban as of

Ban whether or not reflected on the books of

purchased hereunder by the Assuming Ban subject to all liabilities for indebtedness collateralized by Liens affecting such Assets to the extent provided in Section 2.1. The

subsidiaries, joint ventures, partnerships, and any and all other business combinations or arrangements, whether active, inactive, dissolved or terminated being purchased by the Assuming Ban includes, but is not limited to, the entities listed on Schedule 3.1a. Notwithstanding

Section 4.8, the Assuming Ban specifically purchases all mortgage servicing rights and

the Failed Ban.

obligations of

3.2 Asset Purchase Price.

the Failed Ban subject to an option to purchase by the Assuming

(a) All Assets and assets of Ban shall be purchased for the amount, or the amount resulting from the method specified for

determining the amount, as specified on Schedule 3.2, except as otherwise may be provided

the Failed Ban subject to an option to purchase or other asset purchased for which no purchase price is specified on Schedule 3.2 or otherwise herein shall be purchased at its Book Value. Loans or other assets charged off the Accounting Records of the

zero.

herein. Any Asset, asset of

Failed Ban prior to the date of Ban Closing shall be purchased at a price of

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(b) The purchase price for securities (other than the capital stock of any Acquired Subsidiary) purchased under Section 3.1 by the Assuming Ban shall be the market value thereof Bank Closing, which market value shall be (i) the "Mid/Last", or "Trade" (as

applicable), as of

the trading day effective on Bank

market price for each such security quoted at the close of

Closing as published electronically by Bloomberg, L.P.; (ii) provided, that if such market price is not available for any such security, the Assuming Bank will submit a bid for each such security within three days of notification/id request by the Receiver (unless a different time period is

agreed to by the Assuming Ban and the Receiver) and the Receiver, in its sole discretion will

accept or reject each such bid; and (iii) further provided in the absence of an acceptable bid from the Assuming Ban, each such security shall not pass to the Assuming Ban and shall be deemed to be an excluded asset hereunder.

(c) Qualified Financial Contracts shall be purchased at market value determined in Exhibit 3.2(c). Any costs associated with such valuation shall be shared equally by the Receiver and the Assuming Ban.

accordance with the terms of

3.3 Manner of Conveyance; Limited Warranty; Nonrecourse; Etc. THE CONVEYANCE OF ALL ASSETS, INCLUDING REAL AND PERSONAL PROPERTY INTERESTS, PURCHASED BY THE ASSUMING BAN UNDER THIS AGREEMENT SHALL BE MADE, AS NECESSARY, BY RECENER'S DEED OR RECENER'S BILL OF SALE, "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTIBILITY, DOCUMENTATION OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

3.4 Puts of Assets to the Receiver.

(a) Omitted.

(b) Puts Prior to the Settlement Date. During the period from Ban Closing to and including the Business Day immediately preceding the Settlement Date, the Assuming Ban shall be entitled to require the Receiver to purchase any Asset which the Assuming Ban can establish

Ban Closing. The Assuming Ban shall

is evidenced by forged or stolen instruments as of

transfer all such Assets to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Ban with respect to any such Asset, as provided in Section 12.4.

(c) Notices to the Receiver. In the event that the Assuming Bank elects to require the Receiver to purchase one or more Assets, the Assuming Bank shall deliver to the Receiver a notice (a "Put Notice") which shall include:

(i) a list of all Assets that the Assuming Bank requires the Receiver to purchase;

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(ii) a list of all Related Liabilities with respect to the Assets identified pursuant to (i) above; and

the estimated Repurchase Price of each Asset identified

(iii) a statement of
the applicable Put Date.

pursuant to (i) above as of

Such notice shall be in the form prescribed by the Receiver or such other form to which the Receiver shall consent. As provided in Section 9.6, the Assuming Bank shall deliver to the Receiver such documents, Credit Files and such additional information relating to the subject

the Put Notice as the Receiver may request and shall provide to the Receiver full access to all other relevant books and records.

matter of

(d) Purchase by Receiver. The Receiver shall purchase Loans that are specified in the Put Notice and shall assume Related Liabilities with respect to such Loans, and the transfer of such Loans and Related Liabilities shall be effective as of a date determined by the Receiver

the Credit Files

which date shall not be later than thirty (30) days after receipt by the Receiver of

with respect to such Loans (the "Put Date").

(e) Purchase Price and Payment Date. Each Loan purchased by the Receiver pursuant to this Section 3.4 shall be purchased at a price equal to the Repurchase Price of such

Loan less the Related Liability Amount applicable to such Loan, in each case determined as of the applicable Put Date. If the difference between such Repurchase Price and such Related

Liability Amount is positive, then the Receiver shall pay to the Assuming Ban the amount of

such difference; if the difference between such amounts is negative, then the Assuming Ban

shall pay to the Receiver the amount of such difference. The Assuming Ban or the Receiver, as

the case may be, shall pay the purchase price determined pursuant to this Section 3.4(e) not later

than the twentieth (20th) Business Day following the applicable Put Date, together with interest

on such amount at the Settlement Interest Rate for the period from and including such Put Date

to and including the day preceding the date upon which payment is made.

(f) Servicing. The Assuming Ban shall administer and manage any Asset subject to purchase by the Receiver in accordance with usual and prudent banking standards and business practices until such time as such Asset is purchased by the Receiver.

(g) Reversals. In the event that the Receiver purchases an Asset (and assumes the Related Liability) that it is not required to purchase pursuant to this Section 3.4, the Assuming

Ban shall repurchase such Asset (and assume such Related Liability) from the Receiver at a

price computed so as to achieve the same economic result as would apply if the Receiver had

never purchased such Asset pursuant to this Section 3.4.

3.5 Assets Not Purchased by Assuming Bank. The Assuming Ban does not purchase, acquire or assume, or (except as otherwise expressly provided in this Agreement)

obtain an option to purchase, acquire or assume under this Agreement the assets or Assets listed

on the attached Schedule 3.5.

3.6 Assets Essential to Receiver.

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(a) The Receiver may refuse to sell to the Assuming Ban, or the Assuming Bank the Receiver set forth in a written notice to the Assuming Bank, to

agrees, at the request of

the Assuming Ban's right, title and interest in and to, any Asset or asset essential to the Receiver as determined by the Receiver in its discretion (together with all Credit Documents evidencing or pertaining thereto), which may include any Asset or asset that the Receiver determines to be:

assign, transfer, convey, and deliver to the Receiver all of

the

(i) made to an officer, director, or other Person engaging in the affairs of Failed Ban, its Subsidiaries or Affiliates or any related entities of any of

the foregoing;

(ii) the subject of any investigation relating to any claim with respect to any item described in Section 3.5(a) or (b), or the subject of, or potentially the subject of, any legal proceedings;

(iii) made to a Person who is an Obligor on a loan owned by the Receiver or the Corporation in its corporate capacity or its capacity as receiver of any institution;

(iv) secured by collateral which also secures any asset owned by the Receiver; or

the Failed Ban not purchased by the Assuming

(v) related to any asset of the Failed Ban not assumed

by the Assuming Ban under Article II.

Ban under this Article II or any liability of

(b) Each such Asset or asset purchased by the Receiver shall be purchased at a price equal to the Repurchase Price thereof less the Related Liability Amount with respect to any Related Liabilities related to such Asset or asset, in each case determined as of the date of the notice provided by the Receiver pursuant to Section 3.6(a). The Receiver shall pay the Assuming

Ban not later than the twentieth (20th) Business Day following receipt of related Credit

Documents and Credit Files together with interest on such amount at the Settlement Interest Rate for the period from and including the date of receipt of such documents to and including the day

preceding the day on which payment is made. The Assuming Ban agrees to administer and

manage each such Asset or asset in accordance with usual and prudent banking standards and business practices until each such Asset or asset is purchased by the Receiver. All transfers with respect to Asset or assets under this Section 3.6 shall be made as provided in Section 9.6. The Assuming Ban shall transfer all such Asset or assets and Related Liabilities to the Receiver without recourse, and shall indemnify the Receiver against any and all claims of any Person claiming by, through or under the Assuming Ban with respect to any such Asset or asset, as provided in Section 12.4.

IV

ARTICLE

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ASSUMPTION OF CERTAIN DUTIES AND OBLIGATIONS

The Assuming Bank agrees with the Receiver and the Corporation as follows:

4.1 Continuation of Banking Business. The Assuming Bank agrees to provide full the Failed Ban commencing on the first banking business the Assuming Bank, such

service banking in the trade area of

day (including a Saturday) after Ban Closing. At the option of

the Ban Premises, or at other premises within

banking services may be provided at any or all of

such trade area.

4.2 Agreement with Respect to Debit and Credit Card Business. The Assuming Ban agrees to honor and perform, from and after Ban Closing, all duties and obligations with respect to the Failed Ban's debit and credit card business, and/or processing

related to debit and credit cards, if any, and assumes all outstanding extensions of credit with respect thereto.

4.3 Agreement with Respect to Safe Deposit Business. The Assuming Ban assumes and agrees to discharge, from and after Ban Closing, in the usual course of conducting the Failed Ban with respect to all Safe Deposit

a banking business, the duties and obligations of

Boxes, if any, of the Failed Ban and to maintain all of the necessary facilities for the use of such boxes by the renters thereof during the period for which such boxes have been rented and the rent the rental agreements between the

therefor paid to the Failed Ban, subject to the provisions of

Failed Ban and the respective renters of such boxes; provided, that the Assuming Ban may

the Assuming Ban located

relocate the Safe Deposit Boxes of the Failed Ban to any office of

the Failed Ban. Fees related to the safe deposit business collected prior to in the trade area of

the Receiver and fees collected after Ban Closing shall

Ban Closing shall be for the benefit of

the Assuming Ban.

be for the benefit of

4.4 Agreement with Respect to Safekeeping Business. The Receiver transfers, conveys and delivers to the Assuming Ban and the Assuming Ban accepts all securities and Ban Closing.

other items, if any, held by the Failed Ban in safekeeping for its customers as of

The Assuming Bank assumes and agrees to honor and discharge, from and after Ban Closing,

the Failed Ban with respect to such securities and items held in safekeeping. The Assuming Ban shall be entitled to all rights and benefits heretofore accrued or hereafter accruing with respect thereto; provided, that, fees related to the safekeeping business

the Receiver and fees collected after

the duties and obligations of

collected prior to Ban Closing shall be for the benefit of

Ban Closing shall be for the benefit of the Assuming Ban. The Assuming Ban shall provide

to the Receiver written verification of all assets held by the Failed Ban for safekeeping within sixty (60) days after Ban Closing.

4.5 Agreement with Respect to Trust Business.

(a) The Assuming Ban shall, without further transfer, substitution, act or deed, to the full extent permitted by law, succeed to the rights, obligations, properties, assets, investments,

the Failed Ban under trusts, executorships, administrations, guardianships, and agencies, and other fiduciary or representative capacities, all to the same extent as though the Assuming Ban had assumed the same from the Failed Ban prior to Ban

deposits, agreements, and trusts of

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Closing; provided, that any liability based on the misfeasance, malfeasance or nonfeasance of the Failed Bank, its directors, officers, employees or agents with respect to the trust business is not

assumed hereunder.

(b) The Assuming Bank shall, to the full extent permitted by law, succeed to, and be entitled to take and execute, the appointment to all executorships, trusteeships, guardianships and other fiduciary or representative capacities to which the Failed Ban is or may be named in wills, whenever probated, or to which the Failed Bank is or may be named or appointed by any other instrument.

(c) In the event additional proceedings of any kind are necessary to accomplish the transfer of such trust business, the Assuming Ban agrees that, at its own expense, it will take whatever action is necessary to accomplish such transfer. The Receiver agrees to use

reasonable
efforts to assist the Assuming Ban in accomplishing such transfer.

(d) The Assuming Ban shall provide to the Receiver written verification of the
assets
held in connection with the Failed Ban's trust business within sixty (60) days after
Ban

Closing.

4.6 Agreement with Respect to Bank Premises.

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

which have been continuously occupied by the Assuming Bank from Ban Closing to the
date it
the leases with respect thereto to the extent such leases can be

elects to accept an assignment of

this option with respect to any lease must be as to all

assigned; provided, that the exercise of

premises or other property subject to the lease. If an assignment cannot be made of
any such

leases, the Receiver may, in its discretion, enter into subleases with the Assuming
Ban
containing the same terms and conditions provided under such existing leases for
such leased

Ban Premises or other property. The Assuming Ban 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 enter

into subleases or new leases in lieu thereof). The Assuming Ban agrees to assume all
leases
assigned (or enter into subleases in lieu thereof) pursuant to this Section 4.6.

(b) Facilitation. The Receiver agrees to facilitate the assumption, assignment or
sublease of leases or the negotiation of new leases by the Assuming Ban; provided,
that neither
the Receiver nor the Corporation shall be obligated to engage in litigation, make
payments to the
Assuming Ban or to any third party in connection with facilitating any such
assumption,

assignment, sublease or negotiation or commit to any other obligations to third

paries.

(c) Occupancy. The Assuming Ban shall give the Receiver fifteen (15) days' prior written notice of its intention to vacate prior to vacating any leased Ban Premises with respect

to which the Assuming Ban has not exercised the option provided in Section 4.6(a). Any such notice shall be deemed to terminate the Assuming Ban's option with respect to such leased Ban Premises.

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(d) Occupancy Costs.

(i) The Assuming Bank agrees, during the period of any occupancy by it of the

leased Bank Premises, to pay to the Receiver, or to appropriate third parties at the direction of

Receiver, all operating costs with respect thereto and to comply with all relevant terms of

applicable leases entered into by the Failed Bank, including without limitation the timely

payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(ii) The Assuming Ban agrees during the period of occupancy by it of leased Ban Premises to pay to the Receiver rent for the use of all leased Furniture and Equipment and

all owned or leased Fixtures located on such Bank Premises for the period of such occupancy.

Rent for such property owned by the Failed Bank shall be the market rental value thereof, as

determined by the Receiver within sixty (60) days after Ban Closing. Rent for such leased

property shall be an amount equal to any and all rent and other amounts which the Receiver

incurs or accrues as an obligation or is obligated to pay for such period of occupancy pursuant to

the Assuming Ban purchases any owned

all leases and contracts with respect to such property. If

Fixtures in accordance with Section 4.6(f), the amount of any rents paid by the Assuming Ban

with respect thereto shall be applied as an offset against the purchase price thereof.

the

(e) Certain Requirements as to Furniture, Equipment and Fixtures. If Assuming Ban accepts an assignment of the lease (or enters into a sublease or a new lease in lieu thereof) for leased Ban Premises, or if the Assuming Ban does not exercise such option but within twelve (12) months following Ban Closing obtains the right to occupy such premises

(whether by assignment, lease, sublease, purchase or otherwise), other than in accordance with

the leases or

Section 4.6(a), the Assuming Ban shall (i) accept an assignment or a sublease of

negotiate new leases for all Furniture and Equipment and Fixtures leased by the Failed Ban and

located thereon, and (ii) if applicable, accept an assignment or a sublease of any ground lease or negotiate a new ground lease with respect to any land on which such Ban Premises are located; provided, that the Receiver shall not have disposed of such Furniture and Equipment and Fixtures or repudiated the leases specified in clause (i) or (ii).

the Assuming Ban elects not to accept an assignment of

(f) Vacating Premises. If the lease or sublease any leased Ban Premises, the notice of such election in accordance with Section 4.6(a) shall specify the date upon which the Assuming Ban's occupancy of such leased Ban Premises shall terminate, which date shall not be later than the date which is one hundred eighty (180) days after Ban Closing. Upon vacating such premises, the Assuming Ban shall relinquish and release to the Receiver such premises and the Fixtures located thereon in the same

condition as at Ban Closing, normal wear and tear excepted. By failing to provide notice of its

intention to vacate such premises prior to the expiration of the option period specified in Section 4.6(a), or by occupying such premises after the one hundred eighty (180)-day period specified

above in this paragraph, the Assuming Ban shall, at the Receiver's option, (x) be deemed to

.have assumed all leases, obligations and liabilities with respect to such premises

(including any

ground lease with respect to the land on which premises are located), and leased Furniture and

Equipment and leased Fixtures located thereon in accordance with this Section 4.6 (unless the

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Receiver previously repudiated any such lease), and (y) be required to purchase all Fixtures

Ban Closing.

owned by the Failed Ban and located on such premises as of

(g) Omitted.

4.7 Agreement with Respect to Leased Data Processing Equipment

(a) The Receiver hereby grants to the Assuming Ban an exclusive option for the ninety (90) days commencing the day after Ban Closing to accept an assignment from

period of

the Receiver of any or all Data Processing Leases to the extent that such Data Processing Leases

can be assigned.

(b) The Assuming Ban shall (i) give written notice to the Receiver within the option period specified in Section 4.7(a) of its intent to accept an assignment or sublease of any or all Data Processing Leases and promptly accept an assignment or sublease of such Data Processing

Leases, and (ii) give written notice to the appropriate lessor(s) that it has accepted an assignment

or sublease of any such Data Processing Leases.

(c) The Receiver agrees to facilitate the assignment or sublease of Data Processing Leases or the negotiation of new leases or license agreements by the Assuming Ban; provided, that neither the Receiver nor the Corporation shall be obligated to engage in litigation or make payments to the Assuming Ban or to any third party in connection with facilitating any such

assumption, assignment, sublease or negotiation.

(d) The Assuming Ban agrees, during its period of use of any property subject to a Data Processing Lease, to pay to the Receiver or to appropriate third parties at the direction of the

Receiver all operating costs with respect thereto and to comply with all relevant terms of the applicable Data Processing Leases entered into by the Failed Ban, including without limitation the timely payment of all rent, taxes, fees, charges, utilities, insurance and assessments.

(e) The Assuming Ban shall, not later than fifty (50) days after giving the notice provided in Section 4.7(b), (i) relinquish and release to the Receiver all property subject to the relevant Data Processing Lease, in the same condition as at Ban Closing, normal wear and tear excepted, or (ii) accept an assignment or a sublease thereof or negotiate a new lease or license agreement under this Section 4.7.

4.8 Agreement with Respect to Certain Existing Agreements.

With respect to agreements existing as of Ban Closing which provide for the rendering of services by or to the Failed Ban, within one hundred twenty (120) days after Ban Closing, the Assuming Ban shall give the Receiver written notice specifying whether it elects to assume or not to assume each such agreement. Except as may be otherwise provided in this Article N, the Assuming Ban agrees to comply with the terms of each such agreement for a period commencing on the day after Ban Closing and ending on: (i) in the case of an agreement that

provides for the rendering of services by the Failed Ban, the date which is ninety (90) days after

Ban Closing, and (ii) in the case of an agreement that provides for the rendering of services to

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the Failed Bank, the date which is thirty (30) days after the Assuming Bank has given notice to the Receiver of its election not to assume such agreement; provided, that the Receiver can reasonably make such service agreements available to the Assuming Bank. The Assuming Ban shall be deemed by the Receiver to have assumed agreements for which no notification is timely given. The Receiver agrees to assign, transfer, convey, and deliver to the Assuming Ban all

the Receiver, if any, in and to agreements the Assuming Ban assumes right, title and interest of

hereunder. In the event the Assuming Bank elects not to accept an assignment of any lease (or

sublease) or negotiate a new lease for leased Bank Premises under Section 4.6 and does not

this Section 4.8 shall not apply to service agreements related to such premises. The Assuming Bank agrees, during the period it has the use or benefit of any such agreement, promptly to pay to the Receiver or to appropriate third parties

otherwise occupy such premises, the provisions of

the Receiver all operating costs with respect thereto and to comply with all at the direction of

relevant terms of such agreement. This paragraph shall not apply with respect to deposit

contracts which are expressly assumed by the Assuming Bank under Section 2.2 of this Agreement.

4.9 Informational Tax Reporting. The Assuming Bank agrees to perform all the Failed Bank with respect to Federal and State income tax informational reporting related to (i) the Assets and the Liabilities Assumed, (ii) deposit accounts that were closed and loans that were paid off or collateral obtained with respect thereto prior to Bank

obligations of

Closing, (iii) miscellaneous payments made to vendors of the Failed Bank, and (iv) any other

asset or liability of the Failed Bank, including, without limitation, loans not purchased and Deposits not assumed by the Assuming Bank, as may be required by the Receiver.

Under a private letter ruling (PLR) issued to the FDIC in January of 1988, the Internal Revenue Service will allow the Assuming Bank to report for the Failed Bank transactions under its own TIN for the entire year 2008; there is no need to dual-report for different payors in pre- v. post-closing date periods.

The Assuming Bank agrees to prepare on behalf of the Receiver all required Federal and State

compliance and income/franchise tax returns for the Failed Bank and acquired subsidiary entities

Bank Closing. The returns will be provided to the Receiver within the statutorily required time of

filing timeframe.

4.10 Insurance. The Assuming Ban agrees to obtain insurance coverage effective from and after Ban Closing, including public liability, fire and extended coverage insurance acceptable to the Receiver with respect to leased Ban Premises that it occupies, and all leased Furniture and Equipment and Fixtures and leased data processing equipment (including hardware and software) located thereon, in the event such insurance coverage is not already in force and

Ban Closing. All such insurance shall, where appropriate (as determined by the Receiver), name the Receiver as an additional insured.

effect with respect to the Assuming Ban as the insured as of

4.11 Office Space for Receiver and Corporation. For the period commencing on the day following Ban Closing and ending on the one hundred eightieth (180th) day thereafter, the Assuming Ban agrees to provide to the Receiver and the Corporation, without charge, adequate

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and suitable office space (including parking facilities and vault space), furniture, equipment

(including photocopying and telecopying machines) and utilities (including local telephone service and a dedicated broadband or T -1 internet service) at the Bank Premises occupied by the

their respective functions with respect to the

Assuming Bank for their use in the discharge of

Failed Bank. In the event the Receiver and the Corporation determine that the space provided is inadequate or unsuitable, the Receiver and the Corporation may relocate to other quarters having adequate and suitable space and the costs of relocation and any rental and utility costs for the

the period of occupancy by the Receiver and the Corporation shall be borne by the balance of

Assuming Bank.

4.12 Omitted.

4.13 Omitted.

ARTICLE V

DUTIES WITH RESPECT TO DEPOSITORS OF THE FAILED BANK

5.1 Payment of Checks, Drafts and Orders. Subject to Section 9.5, the Assuming Ban agrees to pay all properly drawn checks, drafts and withdrawal orders of depositors of the Failed Ban presented for payment, whether drawn on the check or draft forms provided by the Failed Ban or by the Assuming Ban, to the extent that the Deposit balances to the credit of

respective makers or drawers assumed by the Assuming Ban under this Agreement are sufficient to permit the payment thereof, and in all other respects to discharge, in the usual course

the Failed Ban with respect to

of conducting a banking business, the duties and obligations of

the Failed Ban assumed by the

the Deposit balances due and owing to the depositors of

Assuming Ban under this Agreement.

5.2 Certain Agreements Related to Deposits. Subject to Section 2.2, the Assuming Ban agrees to honor the terms and conditions of any written escrow or mortgage servicing agreement or other similar agreement relating to a Deposit liability assumed by the Assuming Ban pursuant to this Agreement.

5.3 Notice to Depositors.

(a) Within thirty (30) days after Bank Closing, the Assuming Ban shall give (i) the Failed

its assumption of the Deposit liabilities of

the Failed Ban of

notice to depositors of

Ban, and (ii) any notice required under Section 2.2, by mailing to each such depositor a notice with respect to such assumption and by advertising in a newspaper of general circulation in the

county or counties in which the Failed Ban was located. The Assuming Ban agrees that it will

obtain prior approval of all such notices and advertisements from counsel for the Receiver and that such notices and advertisements shall not be mailed or published until such approval is received.

the Failed Ban

(b) The Assuming Ban shall give notice by mail to depositors of concerning the procedures to claim their deposits, which notice shall be provided to the

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Assuming Ban by the Receiver or the Corporation. Such notice shall be included with the notice to depositors to be mailed by the Assuming Bank pursuant to Section 5.3(a).

(c) If the Assuming Ban proposes to charge fees different from those charged by the the

Failed Ban before it establishes new deposit account relationships with the depositors of

Failed Ban, the Assuming Bank shall give notice by mail of such changed fees to such depositors.

ARTICLE VI

RECORDS

6.1 Transfer of Records.

(a) In accordance with Section 3.1, the Receiver assigns, transfers, conveys and the

delivers to the Assuming Ban the following Records pertaining to the Deposit liabilities of

Failed Ban assumed by the Assuming Ban under this Agreement, except as provided in Section 6.4:

(i) signature cards, orders, contracts between the Failed Ban and its depositors and Records of similar character;

(ii) passbooks of depositors held by the Failed Ban, deposit slips, cancelled checks and withdrawal orders representing charges to accounts of depositors;

and the following Records pertaining to the Assets:

(iii) records of deposit balances carried with other banks, bankers or trust companies;

(iv) Loan and collateral records and Credit Files and other documents;
(v) deeds, mortgages, abstracts, surveys, and other instruments or records of title pertaining to real estate or real estate mortgages;

(vi) signature cards, agreements and records pertaining to Safe Deposit Boxes, if

any; and

(vii) records pertaining to the credit card business, trust business or safekeeping business of the Failed Bank, if any.

(b) The Receiver, at its option, may assign and transfer to the Assuming Bank by a other

single blanket assignment or otherwise, as soon as practicable after Bank Closing, any

Records not assigned and transferred to the Assuming Bank as provided in this Agreement, including but not limited to loan disbursement checks, general ledger tickets, official bank

tapes) and paid out loan files.

checks, proof transactions (including proof

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6.2 Delivery of Assigned Records. The Receiver shall deliver to the Assuming Bank all Records described in (i) Section 6.1 (a) as soon as practicable on or after the date of this

Agreement, and (ii) Section 6.1 (b) as soon as practicable after making any assignment described

therein.

6.3 Preservation of Records. The Assuming Bank agrees that it will preserve and the Receiver, the Corporation and the Assuming Bank, all

maintain for the joint benefit of

which it has custody for such period as either the Receiver or the Corporation in its discretion may require, until directed otherwise, in writing, by the Receiver or Corporation. The Assuming Bank shall have the primary responsibility to respond to subpoenas, discovery

Records of

which it has custody.

requests, and other similar official inquiries with respect to the Records of

6.4 Access to Records; Copies. The Assuming Ban agrees to permit the Receiver and the Corporation access to all Records of which the Assuming Ban has custody, and to use, inspect, make extracts from or request copies of any such Records in the manner and to the extent requested, and to duplicate, in the discretion of the Receiver or the Corporation, any

microfilm or microfiche pertaining to Deposit account relationships; provided, that in the event that the Failed Ban maintained one or more duplicate copies of such microfilm or microfiche Records, the Assuming Ban hereby assigns, transfers, and conveys to the Corporation one such duplicate copy of each such Record without cost to the Corporation, and agrees to deliver to the Corporation all Records assigned and transferred to the Corporation under this Article VI as soon as practicable on or after the date of this Agreement. The party requesting a copy of any Record shall bear the cost (based on standard accepted industry charges to the extent applicable, as determined by the Receiver) for providing such duplicate Records. A copy of each Record requested shall be provided as soon as practicable by the party having

Record in the form of

custody thereof.

ARTICLE VII BID; INITIAL PAYMENT

The Assuming Ban has submitted to the Receiver a positive bid of \$1,888,000,000.00 for the Assets purchased and Liabilities Assumed hereunder (the "Bid Amount"). On the Payment Date, the Assuming Ban will pay to the Corporation, or the Corporation will pay to the Assuming

the Payment Date is not the day following the day of Ban Closing) from and including the day following Ban Closing to and including the day preceding the Payment Date at the Settlement Interest Rate.

Ban, as the case may be, the Initial Payment, together with interest on such amount

(if

ARTICLE VIII
PROFORMA

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Whole Bank P&A Henderson, Nevada

The Assuming Bank, as soon as practical after Bank Closing, in accordance with the best information then available, shall provide to the Receiver a Proforma Statement of Condition

the Failed Bank as shown on the Failed Bank's books and records as of Bank Closing and reflecting which assets and liabilities are passing to the Assuming Bank and which assets and liabilities are to be retained by the Receiver. In addition, the Assuming Bank is to provide to the Receiver, in a standard data request as defined by the Receiver, an electronic database of all loans, deposits, and subsidiaries and other business Bank Closing. See Schedule 3.1a.

indicating all assets and liabilities of

combinations owned by the Failed Bank as of

IX
CONTINUING COOPERATION

ARTICLE

9.1 General Matters. The parties hereto agree that they will, in good faith and with their best efforts, cooperate with each other to carry out the transactions contemplated by this Agreement and to effect the purposes hereof.

9.2 Additional Title Documents. The Receiver, the Corporation and the Assuming Bank each agree, at any time, and from time to time, upon the request of any party hereto, to

execute and deliver such additional instruments and documents of conveyance as shall be

reasonably necessary to vest in the appropriate party its full legal or equitable title in and to the

property transferred pursuant to this Agreement or to be transferred in accordance herewith. The

Assuming Bank shall prepare such instruments and documents of conveyance (in form and

substance satisfactory to the Receiver) as shall be necessary to vest title to the Assets in the

Assuming Bank. The Assuming Bank shall be responsible for recording such instruments and

documents of conveyance at its own expense.

9.3 Claims and Suits.

(a) The Receiver shall have the right, in its discretion, to (i) defend or settle any claim or suit against the Assuming Bank with respect to which the Receiver has indemnified the

Assuming Bank in the same manner and to the same extent as provided in Article XII, and (ii)

defend or settle any claim or suit against the Assuming Bank with respect to any Liability

Assumed, which claim or suit may result in a loss to the Receiver arising out of or related to this

Agreement, or which existed against the Failed Bank on or before Bank Closing. The exercise by

the Receiver of any rights under this Section 9.3(a) shall not release the Assuming Bank with

respect to any of its obligations under this Agreement.

(b) In the event any action at law or in equity shall be instituted by any Person against the Receiver and the Corporation as codefendants with respect to any asset of the Failed Bank

retained or acquired pursuant to this Agreement by the Receiver, the Receiver agrees, at the

the Corporation, to join with the Corporation in a petition to remove the action to the

United States District Court for the proper district. The Receiver agrees to institute, with or

without joinder of the Corporation as coplaintiff, any action with respect to any such retained or

acquired asset or any matter connected therewith whenever notice requiring such action shall be

given by the Corporation to the Receiver.

request of

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Whole Bank P&A

9.4 Payment of Deposits. In the event any depositor does not accept the obligation of the Failed Bank assumed by the Assuming the Assuming Bank to pay any Deposit liability of

Ban pursuant to this Agreement and asserts a claim against the Receiver for all or any portion of

any such Deposit liability, the Assuming Bank agrees on demand to provide to the Receiver

the Deposit liability reflected on

funds sufficient to pay such claim in an amount not in excess of

the books of the Assuming Ban at the time such claim is made. Upon payment by the Assuming Ban to the Receiver of such amount, the Assuming Bank shall be discharged from any further obligation under this Agreement to pay to any such depositor the amount of such Deposit liability paid to the Receiver.

9.5 Withheld Payments. At any time, the Receiver or the Corporation may, in its discretion, determine that all or any portion of any deposit balance assumed by the Assuming Ban pursuant to this Agreement does not constitute a "Deposit" (or otherwise, in its discretion,

determine that it is the best interest of the Receiver or Corporation to withhold all or any portion

of any deposit), and may direct the Assuming Ban to withhold payment of all or any portion of

any such deposit balance. Upon such direction, the Assuming Ban agrees to hold such deposit

and not to make any payment of such deposit balance to or on behalf of the depositor, or to itself,

transfer, set-off, or otherwise. The Assuming Ban agrees to maintain the "withheld payment" status of any such deposit balance until directed in writing by the Receiver

whether by way of

the Receiver or the Corporation, the
or the Corporation as to its disposition. At the direction of

Assuming Ban shall return all or any portion of such deposit balance to the Receiver or the Corporation, as appropriate, and thereupon the Assuming Ban shall be discharged from any further liability to such depositor with respect to such returned deposit balance. If such deposit balance has been paid to the depositor prior to a demand for return by the Corporation or the Receiver, and payment of such deposit balance had not been previously withheld pursuant to this Section, the Assuming Ban shall not be obligated to return such deposit balance to the Receiver or the Corporation. The Assuming Ban shall be obligated to reimburse the Corporation or the Receiver, as the case may be, for the amount of any deposit balance or portion thereof paid by the Assuming Ban in contravention of any previous direction to withhold payment of such deposit

which was withheld pursuant to this
balance or return such deposit balance the payment of

Section.

9.6 Proceedings with Respect to Certain Assets and Liabilities.

(a) In connection with any investigation, proceeding or other matter with respect to the Failed Ban

the Failed Ban retained by the Receiver, or any asset of

any asset or liability of

acquired by the Receiver pursuant to this Agreement, the Assuming Ban shall cooperate to the

extent reasonably required by the Receiver.

(b) In addition to its obligations under Section 6.4, the Assuming Ban shall provide the Receiver access at reasonable times and locations without other limitation

representatives of

the Subsidiaries

or qualification to (i) its directors, officers, employees and agents and those of

acquired by the Assuming Ban, and (ii) its books and records, the books and records of such

books, records and Credit Files

Subsidiaries and all Credit Files, and copies thereof. Copies of

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shall be provided by the Assuming Bank as requested by the Receiver and the costs of duplication thereof shall be borne by the Receiver.

(c) Not later than ten (10) days after the Put Notice pursuant to Section 3.4 or the date transfer of any Loan by the Assuming Bank to the Receiver pursuant to Section 3.6, the Assuming Bank shall deliver to the Receiver such documents with respect to such Loan as the Receiver may request, including without limitation the following: (i) all related Credit Documents (other than certificates, notices and other ancillary documents), (ii) a certificate

of the notice of

interest, fees and

the transfer and the amount of
setting forth the principal amount on the date of

other charges then accrued and unpaid thereon, and any restrictions on transfer to which any such Loan is subject, and (iii) all Credit Files, and all documents, microfiche, microfilm and computer records (including but not limited to magnetic tape, disc storage, card forms and printed copy)

the

the Assuming Ban or any Affiliate of
maintained by, owned by, or in the possession of

Assuming Ban relating to the transferred Loan.

9.7 Information. The Assuming Ban promptly shall provide to the Corporation such other information, including financial statements and computations, relating to the performance of the provisions of this Agreement as the Corporation or the Receiver may request from time to time to the Failed Ban employed

the Receiver, make available employees of

time, and, at the request of

the pro forma statement pursuant to

or retained by the Assuming Ban to assist in preparation of

Section 8.1.

X
CONDITION PRECEDENT

ARTICLE

the parties to this Agreement are subject to the Receiver and the Corporation having received at or before Ban Closing evidence reasonably satisfactory to each of any necessary approval, waiver, or other action by any governmental authority, the board of directors of the Assuming Ban, or other third party, with respect to this Agreement and the

The obligations of

the

the Failed Ban and the appointment of transactions contemplated hereby, the closing of

the Assuming Ban, and any agreements, documents, matters or Receiver, the chartering of

proceedings contemplated hereby or thereby.

XI

ARTICLE

REPRESENTATIONS AND WARRANTIES OF THE ASSUMING BANK

The Assuming Ban represents and warrants to the Corporation and the Receiver as follows:

(a) Corporate Existence and Authority. The Assuming Ban (i) is duly organized, validly existing and in good standing under the laws of its Chartering Authority and has full power and authority to own and operate its properties and to conduct its business as now

conducted by it, and (ii) has full power and authority to execute and deliver this Agreement and

to perform its obligations hereunder. The Assuming Bank has taken all necessary corporate

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this Agreement and the

action to authorize the execution, delivery and performance of

performance of the transactions contemplated hereby.

(b) Third Party Consents. No governmental authority or other third party consents (including but not limited to approvals, licenses, registrations or declarations) are required in connection with the execution, delivery or performance by the Assuming Bank of this Agreement, other than such consents as have been duly obtained and are in full force and effect.

(c) Execution and Enforceability. This Agreement has been duly executed and delivered by the Assuming Bank and when this Agreement has been duly authorized, executed and delivered by the Corporation and the Receiver, this Agreement will constitute the legal, valid

the Assuming Bank, enforceable in accordance with its terms and binding obligation of

(d) Compliance with Law.

(i) Neither the Assuming Bank nor any of its Subsidiaries is in violation of any statute, regulation, order, decision, judgment or decree of, or any restriction imposed by, the United States of America, any State, municipality or other political subdivision or any agency of any of the foregoing, or any court or other tribunal having jurisdiction over the Assuming Bank or any of its Subsidiaries or any assets of any such Person, or any foreign government or agency thereof having such jurisdiction, with respect to the conduct of the business of the Assuming

the Assuming Bank or any of its Subsidiaries, which, either individually or in the aggregate with all other such violations, would materially and adversely affect the business, operations or condition (financial

Bank or of any of its Subsidiaries, or the ownership of the properties of

the Assuming Bank to perform, satisfy or

observe any obligation or condition under this Agreement..

or otherwise) of the Assuming Ban or the ability of

(ii) Neither the execution and delivery nor the performance by the Assuming Ban of this Agreement will result in any violation by the Assuming Ban of, or be in conflict

with, any provision of any applicable law or regulation, or any order, writ or decree of any court

or governmental authority.

e) Representations Remain True. The Assuming Ban represents and warrants that it has executed and delivered to the Corporation a Purchaser Eligibility Certification and Confidentiality Agreement and that all information provided and representations made by or on behalf of the Assuming Ban in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification and Confidentiality Agreement (which are affirmed and ratified hereby) are and remain true and correct in all material respects and do not fail to state any fact required to make the information contained therein not misleading.

ARTICLE XII INDEMNIFICATION

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12.1 Indemnification of Indemnitees. From and after Bank Closing and subject to the limitations set forth in this Section and Section 12.6 and compliance by the Indemnitees with Section 12.2, the Receiver agrees to indemnify and hold harmless the Indemnitees against any and all costs, losses, liabilities, expenses (including attorneys' fees) incurred prior to the assumption of defense by the Receiver pursuant to paragraph (d) of Section 12.2, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with claims

the Failed Ban that are not assumed by the

by the

against any Indemnatee (1) based on liabilities of

Assuming Ban pursuant to this Agreement or subsequent to the execution hereof

Assuming Bank or any Subsidiar or Affiliate of the Assuming Bank for which indemnification

this Section 12.1 or (2) described in Section 12.1(a) below
subj ect in each case to certain exclusions as provided in (b) of this Section 12.1:
is provided hereunder in (a) of

(a)
(1) claims based on the rights of any shareholder or former shareholder as such of the Failed Ban;

(x) the Failed Ban, or (y) any Subsidiar or Affiliate of
(2) claims based on the rights of any creditor as such of the Failed Ban, or any creditor as such of any director, officer, employee or agent of the Failed Ban or any Affiliate of the Failed Ban or any

the Failed Ban, with respect to any indebtedness or other obligation of

Affiliate of the Failed Ban arising prior to Ban Closing;

(3) claims based on the rights of any present or former director, officer, employee or agent as such of the Failed Ban or of any Subsidiary or Affiliate of the Failed Ban;
the Failed

(4) claims based on any action or inaction prior to Ban Closing of the

Ban, its directors, officers, employees or agents as such, or any Subsidiar or Affiliate of

Failed Ban, or the directors, officers, employees or agents as such of such Subsidiar or Affiliate;

the Failed

(5) claims based on any malfeasance, misfeasance or nonfeasance of the Failed

Ban, its directors, officers, employees or agents with respect to the trust business of

Ban, if any;

(6) claims based on any failure or alleged failure (not in violation of law) by the Assuming Ban to continue to perform any service or activity previously performed by the Failed

Ban which the Assuming Ban is not required to perform pursuant to this Agreement or which

arise under any contract to which the Failed Bank was a party which the Assuming Bank elected not to assume in accordance with this Agreement and which neither the Assuming Bank nor any Subsidiary or Affiliate of the Assuming Bank has assumed subsequent to the execution hereof;

(7) claims arising from any action or inaction of any Indemnitee, including for the Failed Bank or of any

purposes of this Section 12.1(a)(7) the former officers or employees of

Subsidiary or Affiliate of the Failed Bank that is taken upon the specific written direction of the

Corporation or the Receiver, other than any action or inaction taken in a manner constituting bad

faith, gross negligence or willful misconduct; and

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the Failed Bank whose deposit

(8) claims based on the rights of any depositor of has been accorded "withheld payment" status and/or returned to the Receiver or Corporation in accordance with Section 9.5 and/or has become an "unclaimed deposit" or has been returned to the Corporation or the Receiver in accordance with Section 2.3;

(9) claims asserted by, or derivatively by any shareholder on behalf of, the Failed bidding, negotiation, execution and

Bank's parent company based on the process of

the transactions contemplated by this Agreement, provided that (x) the amount consummation of

the indemnification paid or payable pursuant to this clause (9) shall not exceed \$500,000,000, and (y) the indemnification provided by this clause (9) shall cover only those claims specifically

of

the transactions contemplated by this Agreement.

enumerated in the FDIC's approval of

(b) provided, that, with respect to this Agreement, except for paragraphs (7), (8) and (9) of Section 12.1 (a), no indemnification will be provided under this Agreement for any:

(1) judgment or fine against, or any amount paid in settlement (without the written consent of the Receiver) by, any Indemnatee in connection with any action that seeks damages against any Indemnatee (a "counterclaim") arising with respect to any Asset and based on any action or inaction of either the Failed Bank, its directors, officers, employees or agents as such prior to Bank Closing, unless any such judgment, fine or amount paid in settlement exceeds the greater of (i) the Repurchase Price of such Asset, or (ii) the monetary recovery sought on such

Asset by the Assuming Bank in the cause of action from which the counterclaim arises; and in

such event the Receiver will provide indemnification only in the amount of such excess; and no

indemnification will be provided for any costs or expenses other than any costs or expenses

(including attorneys' fees) which, in the determination of the Receiver, have been actually and reasonably incurred by such Indemnatee in connection with the defense of any such counterclaim; and it is expressly agreed that the Receiver reserves the right to intervene, in its discretion, on its behalf and/or on behalf of the Receiver, in the defense of any such counterclaim;

approval of

the Failed Bank that is

(2) claims with respect to any liability or obligation of the Failed Bank expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to

the Assuming Bank;

execution hereof by the Assuming Bank or any Subsidiary or Affiliate of

the Failed Bank to any present or former

(3) claims with respect to any liability of the Failed Bank, which

employee as such of the Failed Bank or of any Subsidiary or Affiliate of

liability is expressly assumed by the Assuming Bank pursuant to this Agreement or subsequent to

the Assuming Bank;

the execution hereof by the Assuming Ban or any Subsidiar or Affiliate of

(4) claims based on the failure of any Indemnatee to seek recovery of damages
the Failed Ban, its

from the Receiver for any claims based upon any action or inaction of

directors, officers, employees or agents as fiduciar, agent or custodian prior to Ban
Closing;

the

(5) claims based on any violation or alleged violation by any Indemnatee of
the United States of

antitrust, branching, baning or ban holding company or securities laws of

America or any State thereof;

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(6) claims based on the rights of any present or former creditor, customer, or
the Assuming Ban;

supplier as such of the Assuming Ban or any Subsidiary or Affliate of

(7) claims based on the rights of any present or former shareholder as such of the
whether any

Assuming Ban or any Subsidiar or Affliate of the Assuming Bank regardless of

the Failed Bank;

such present or former shareholder is also a present or former shareholder of

providing such

the Receiver determines that the effect of

(8) claims, if
indemnification would be to (i) expand or alter the provisions of any waranty or
disclaimer

this Agreement, or (ii) create any

waranty not expressly provided under this Agreement;

thereof provided in Section 3.3 or any other provision of

(9) claims which could have been enforced against any Indemnatee had the Assuming Bank not entered into this Agreement;

(10) claims based on any liability for taxes or fees assessed with respect to the consummation of the transactions contemplated by this Agreement, including without limitation any subsequent transfer of any Assets or Liabilities Assumed to any Subsidiar or Affiliate of the

Assuming Ban;

(11) except as expressly provided in this Aricle XII, claims based on any action or inaction of any Indemnatee, and nothing in this Agreement shall be construed to provide the Failed Ban, or (iii)

indemnification for (i) the Failed Ban, (ii) any Subsidiar or Affliate of

any present or former director, offcer, employee or agent of the Failed Ban or its Subsidiaries

or Affliates; provided, that the Receiver, in its discretion, may provide indemnification

the Failed Ban or its

hereunder for any present or former director, offcer, employee or agent of

Subsidiaries or Affliates who is also or becomes a director, offcer, employee or agent of the

Assuming Ban or its Subsidiaries or Affliates;

(12) claims or actions which constitute a breach by the Assuming Bank of the representations and warranties contained in Aricle XI;

(13) claims arising out of or relating to the condition of or generated by an Asset arising from or relating to the presence, storage or release of any hazardous or toxic substance, or any pollutant or contaminant, or condition of such Asset which violate any applicable Federal, State or local law or regulation concerning environmental protection;

(14) claims based on, related to or arising from any asset, including a loan, acquired or liability assumed by the Assuming Ban, other than pursuant to this Agreement; and

(15) claims based on, related to or arising from any liability specifically not assumed by the Assuming Ban pursuant to Section 2.5 of this Agreement. 12.2 Conditions Precedent to Indemnification. It shall be a condition precedent to the obligation of the Receiver to indemnify any Person pursuant to this Aricle XII that such

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Person shall, with respect to any claim made or threatened against such Person for which such Person is or may be entitled to indemnification hereunder:

the

(a) give written notice to the Regional Counsel (Litigation Branch) of Corporation in the manner and at the address provided in Section 13.7 of such claim as soon as practicable after such claim is made or threatened; provided, that notice must be given on or this Agreement;

before the date which is six (6) years from the date of

(b) provide to the Receiver such information and cooperation with respect to such claim as the Receiver may reasonably require;

(c) cooperate and take all steps, as the Receiver may reasonably require, to preserve and protect any defense to such claim;

(d) in the event suit is brought with respect to such claim, upon reasonable prior notice, afford to the Receiver the right, which the Receiver may exercise in its sole discretion, to conduct the investigation, control the defense and effect settlement of such claim, including without limitation the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of any such claim, all of which shall be at the

the Receiver; provided, that the Receiver shall have notified the Person claiming indemnification in writing that such claim is a claim with respect to which the Person claiming indemnification is entitled to indemnification under this Article XII;

expense of

(e) not incur any costs or expenses in connection with any response or suit with respect to such claim, unless such costs or expenses were incurred upon the written direction of the Receiver; provided, that the Receiver shall not be obligated to reimburse the amount of any such costs or expenses unless such costs or expenses were incurred upon the written direction of

the Receiver;

(f) not release or settle such claim or make any payment or admission with respect thereto, unless the Receiver consents in writing thereto, which consent shall not be unreasonably

withheld; provided, that the Receiver shall not be obligated to reimburse the amount of any such settlement or payment unless such settlement or payment was effected upon the written direction of the Receiver; and

(g) take reasonable action as the Receiver may request in writing as necessary to preserve, protect or enforce the rights of the indemnified Person against any Primary Indemnitor.

12.3 No Additional Warranty. Nothing in this Article XII shall be construed or provided under deemed to (i) expand or otherwise alter any warranty or disclaimer thereof

this Agreement with respect to, among other matters, the

title, value, collectibility, genuineness, enforceability or condition of any (x) Asset, or (y) asset of this Agreement

Section 3.3 or any other provision of

the Failed Bank purchased by the Assuming Bank subsequent to the execution of

the Assuming Bank, or (ii) create any

by the Assuming Bank or any Subsidiary or Affiliate of

warranty not expressly provided under this Agreement with respect thereto.

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12.4 Indemnification of Receiver and Corporation. From and after Bank Closing, the Assuming Bank agrees to indemnify and hold harmless the Corporation and the Receiver and their respective directors, officers, employees and agents from and against any and all costs, losses, liabilities, expenses (including attorneys' fees), judgments, fines and amounts paid in the following:

settlement actually and reasonably incurred in connection with any of

the Failed Bank assumed

(a) claims based on any and all liabilities or obligations of
by the

by the Assuming Bank pursuant to this Agreement or subsequent to the execution hereof

the Assuming Ban, whether or not any such
Assuming Ban or any Subsidiary or Affiliate of

liabilities subsequently are sold and/or transferred, other than any claim based
upon any action or
inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1(a);
and

(b) claims based on any act or omission of any Indemnitee (including but not limited
to claims of any Person claiming any right or title by or through the Assuming Ban
with respect

to Assets transferred to the Receiver pursuant to Section 3.4 or 3.6), other than
any action or
inaction of any Indemnitee as provided in paragraph (7) or (8) of Section 12.1 (a).

the Receiver, and the Corporation

12.5 Obligations Supplemental. The obligations of
as guarantor in accordance with Section 12.7, to provide indemnification under this
Article XII
are to supplement any amount payable by any Primar Indemnitor to the Person
indemnified
under this Article XII. Consistent with that intent, the Receiver agrees only to make
payments

the

pursuant to such indemnification to the extent not payable by a Primar Indemnitor.
If

aggregate amount of payments by the Receiver, or the Corporation as guarantor in
accordance indemnification under

with Section 12.7, and all Primar Indemnitors with respect to any item of

this Article XII exceeds the amount payable with respect to such item, such Person
being
indemnified shall notify the Receiver thereof and, upon the request of the Receiver,
shall
promptly pay to the Receiver, or the Corporation as appropriate, the amount of the
Receiver's (or
Corporation's) payments to the extent of such excess.

this Article XII to the

12.6 Criminal Claims. Notwithstanding any provision of
contrar, in the event that any Person being indemnified under this Article XII shall
become

involved in any criminal action, suit or proceeding, whether judicial,
administrative or

investigative, the Receiver shall have no obligation hereunder to indemnify such Person for

liability with respect to any criminal act or to the extent any costs or expenses are attributable to

the defense against the allegation of any criminal act, unless (i) the Person is successful on the

merits or otherwise in the defense against any such action, suit or proceeding, or (ii) such action,

suit or proceeding is terminated without the imposition of liability on such Person.

12.7 Limited Guaranty of the Corporation. The Corporation hereby guarantees performance of the Receiver's obligation to indemnify the Assuming Ban as set forth in this

Article XII. It is a condition to the Corporation's obligation hereunder that the Assuming Ban shall comply in all respects with the applicable provisions of this Article XII. The Corporation shall be liable hereunder only for such amounts, if any, as the Receiver is obligated to pay under the terms of this Article XII but shall fail to pay. Except as otherwise provided above in this Section 12.7, nothing in this Article XII is intended or shall be construed to create any liability or

the Corporation, the United States of America or any department or obligation on the part of

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under or with respect to this Article XII, or any provision hereof, it being the agency thereof

the parties hereto that the obligations undertaken by the Receiver under this Article intention of

the Receiver and no other Person or entity.

XII are the sole and exclusive responsibility of

12.8 Subrogation. Upon payment by the Receiver, or the Corporation as guarantor in

accordance with Section 12.7, to any Indemnatee for any claims indemnified by the Receiver under this Article XII, the Receiver, or the Corporation as appropriate, shall become subrogated to all rights of the Indemnatee against any other Person to the extent of such payment.

ARTICLE XIII
MISCELLANEOUS

the parties

13.1 Entire Agreement. This Agreement embodies the entire agreement of hereto in relation to the subject matter herein and supersedes all prior understandings or agreements, oral or written, between the parties.

Contents, Articles and

the Table of

13.2 Headings. The headings and subheadings of Sections contained in this Agreement, except the terms identified for definition in Article I and elsewhere in this Agreement, are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

13.3 Counterparts. This Agreement may be executed in any number of counterparts and by the duly authorized representative of a different party hereto on separate counterparts,

which when taken

each of which when so executed shall be deemed to be an original and all of

together shall constitute one and the same Agreement.

13.4 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE FEDERAL LAW OF THE UNITED STATES OF AMERICA, AND IN THE ABSENCE OF CONTROLLING FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE MAIN OFFICE OF THE FAILED BANK IS

LOCATED.

this Agreement shall be binding on the

13.5 Successors. All terms and conditions of successors and assigns of the Receiver, the Corporation and the Assuming Bank. Except as otherwise specifically provided in this Agreement, nothing expressed or referred to in this

Agreement is intended or shall be construed to give any Person other than the Receiver, the

Corporation and the Assuming Bank any legal or equitable right, remedy or claim under or with

respect to this Agreement or any provisions contained herein, it being the intention of the parties

responsibilities hereunder, and all

hereto that this Agreement, the obligations and statements of

other conditions and provisions hereof are for the sole and exclusive benefit of the Receiver, the Corporation and the Assuming Bank and for the benefit of no other Person.

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13.6 Modification; Assignment. No amendment or other modification, rescission, release, or assignment of any part of this Agreement shall be effective except pursuant to a the parties hereto.

written agreement subscribed by the duly authorized representatives of

13.7 Notice. Any notice, request, demand, consent, approval or other communication to any party hereto shall be effective when received and shall be given in writing, and delivered in person against receipt therefore, or sent by certified mail, postage prepaid, courier service, telex or facsimile transmission to such party (with copies as indicated below) at its address set forth below or at such other address as it shall hereafter furnish in writing to the other parties. All such notices and other communications shall be deemed given on the date received by the addressee.

Assuming Bank

JPMorgan Chase Bank, National Association

270 Park Avenue

New York, New York 10017

Attention: Brian A. Bessey

with a copy to: Stephen M. Cutler

Receiver and Corporation

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

Receiver of

Attention: Deputy Director (DRR-Field Operations Branch)
with copy to: Regional Counsel (Litigation Branch)
and with respect to notice under Article XII:

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

Receiver of

13.8 Manner of Payment. All payments due under this Agreement shall be in lawful
the United States of America in immediately available funds as each party hereto may
specify to the other parties; provided, that in the event the Receiver or the
Corporation is
obligated to make any payment hereunder in the amount of \$25,000.00 or less, such
payment

money of

may be made by check.

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Washington Mutual Bank

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Whole Bank P&A

13.9 Costs, Fees and Expenses. Except as otherwise specifically provided herein,
each
party hereto agrees to pay all costs, fees and expenses which it has incurred in
connection with or
incidental to the matters contained in this Agreement, including without limitation
any fees and
disbursements to its accountants and counsel; provided, that the Assuming Bank shall
pay all
fees, costs and expenses (other than attorneys' fees incurred by the Receiver)
incurred in
connection with the transfer to it of any Assets or Liabilities Assumed hereunder or
in

accordance herewith.

the Receiver, the Corporation and the Assuming Bank may waive its respective rights, powers or privileges under this Agreement; provided, that such

13.10 Waiver. Each of the

waiver shall be in writing; and further provided, that no failure or delay on the part of

Receiver, the Corporation or the Assuming Bank to exercise any right, power or privilege under

this Agreement shall operate as a waiver thereof, nor will any single or partial exercise of any

right, power or privilege under this Agreement preclude any other or further exercise thereof or

the exercise of any other right, power or privilege by the Receiver, the Corporation, or the

Assuming Bank under this Agreement, nor will any such waiver operate or be construed as a

future waiver of such right, power or privilege under this Agreement.

13.11 Severability. If any provision of this Agreement is declared invalid or this Agreement

the remaining provisions of

unenforceable, then, to the extent possible, all of

shall remain in full force and effect and shall be binding upon the parties hereto.

13.12 Term of Agreement. This Agreement shall continue in full force and effect until the sixth (6th) anniversary of Bank Closing; provided, that the provisions of Section 6.3 and 6.4

this Agreement. Provided, however, the receivership of the term of

shall survive the expiration of

this Agreement; in such

the term of

the Failed Ban may be terminated prior to the expiration of

event, the guaranty of the Corporation, as provided in and in accordance with the provisions of

this

the term. Expiration of the term of
Section 12.7 shall be in effect for the remainder of

Agreement shall not affect any claim or liability of any party with respect to any
(i) amount

when such amount becomes payable,

which is owing at the time of such expiration, regardless of

when such

and (ii) breach of this Agreement occurring prior to such expiration, regardless of

breach is discovered.

13.13 Survival of Covenants, Etc. The covenants, representations, and warranties in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated hereunder.
(Signature Page Follows)

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Washington Mutual Bank

Execution Copy Henderson, Nevada
Whole Bank P&A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

FEDERAL DEPOSIT INSURANCE CORPORATION,
RECEIVER OF: WASHINGTON MUTUAL BANK,

HENDERSON, NEVADA

BY: /Mitchell L. Glassman

NAME: Mitchell L. Glassman
TITLE: Director

Attest:

/David M. Gearn

FEDERAL DEPOSIT INSURANCE CORPORATION

BY: /Mitchell L. Glassman

NAME: Mitchell L. Glassman

TITLE: Director

Attest:

/David M. Gearn

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

BY: /Brian A. Bessey

NAME: Brian A. Bessey

TITLE: Senior Vice President

Attest:

/Michael Lipsitz

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Whole Bank P&A Henderson, Nevada

SCHEDULE 2.1 - Certain Liabilities Not Assumed

1. Preferred stock and litigation pending against the Failed Ban related to liabilities retained by the receiver.
2. Subordinated debt.
3. Senior debt.
the Failed Ban except
the tax-qualified pension and 401(k) plans and employee medical plan.
4. All employee benefit plans sponsored by the holding company of
5. All management, employment, change-in-control, severance, unfunded deferred compensation and individual consulting agreements or plans (i) between the Failed Ban and its employees or (ii) maintained by the Failed Ban on behalf of its employees.

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Whole Bank P&A Henderson, Nevada

SCHEDULE 3.2 - Purchase Price of Assets

(a) cash and receivables from depository Book Value institutions, including cash items in the process of collection, plus interest thereon:
(b) the capital stock of Market Value securities (exclusive of Acquired Subsidiaries), plus interest thereon:

(c) federal funds sold and repurchase Book Value agreements, if any, including interest thereon:

(d) Loans: Book Value
(e) Other Real Estate: Book Value
(f) credit card business, if any, including all Book Value outstanding extensions of credit:

(g) Safe Deposit Boxes and related business, safekeeping business and trust business, if Book Value any:

(h) Records and other documents: Book Value
(i) capital stock of any Acquired Subsidiaries: Book Value
(j) amounts owed to the Failed Bank by any Book Value Acquired Subsidiary:

(k) assets securing Deposits of public money, Book Value to the extent not otherwise purchased hereunder:

(1) Overdrafts of customers: Book Value
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Whole Bank P&A Henderson, Nevada

(m) rights, if any, with respect to Qualified Market Value Financial Contracts.

(n) the Failed Bank to provide Book Value rights of mortgage servicing for others and to have mortgage servicing provided to the Failed Bank by others and related contracts.

(o) Bank Premises: Book Value
(p) Furniture and Equipment: Book Value
(q) Fixtures: Book Value

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Washington Mutual Bank
Execution Copy Henderson, Nevada
Whole Bank P&A

SCHEDULE 3.5 - Certain Assets Not Purchased

(1) Any Financial Institution Bonds, Baner's Blanket Bonds, surety bonds (except Court bonds required for retained litigation risk), Directors and Officers insurance, Professional

Liability insurance, or related premium refund, unearned premium derived from cancellation, or

the foregoing. This shall exclude Commercial

any proceeds payable with respect to any of

General Liability, International Liability, Commercial Automobile, Worker's Compensation, Employer's Liability, Umbrella and Excess Liability, Property, Mortgage Impairment and Mortgage Errors & Omissions, Lender-placed coverage, Private Mortgage Insurance, Boiler & Machinery, Terrorism, Mail, Storage Tank Liability, Marine Liability, Vessel Hull and Vessel Pollution (if marine assets are acquired), Aircraft Liability (if aircraft assets are acquired)

insurance policies, proceeds and collateral related to, held or issued with respect to or in

connection with any Asset (including Ban staff) acquired by the Assuming Ban under this

Agreement, which such policies, proceeds and collateral are acquired Assets.

(2) any interest, right, action, claim, or judgment against (i) any officer, director, employee, accountant, attorney, or any other Person employed or retained by the Failed Ban or any

Subsidiary of the Failed Ban on or prior to Ban Closing arising out of any act or omission of such Person in such capacity, (ii) any underwriter of financial institution bonds, Baner's blanket

the Failed Ban, (iii) any shareholder or holding company

bonds or any other insurance policy of

the Failed Ban, or (iv) any other Person whose action or inaction may be related to any loss (exclusive of any loss resulting from such Person's failure to pay on a Loan made by the Failed Ban) incurred by the Failed Bank; provided, that for the purposes hereof, the acts, omissions or other events giving rise to any such claim shall have occurred on or before Ban Closing, regardless of when any such claim is discovered and regardless of whether any such claim is

of

made with respect to a financial institution bond, baner's blanet bond, or any other insurance
Ban Closing;

policy of the Failed Ban in force as of

(3) leased Ban Premises and leased Furniture and Equipment and Fixtures and data processing equipment (including hardware and softare) located on leased or owned Ban

Premises, if any; provided, that the Assuming Ban does obtain an option under Section 4.6,

Section 4.7 or Section 4.8, as the case may be, with respect thereto; and
the Failed Ban;

(4) any criminaVrestitution orders issued in favor of
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Washington Mutual Bank

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Whole Bank P&A

EXHIBIT 3.2(c) -- VALUATION OF CERTAIN
QUALIFIED FINANCIAL CONTRACTS

A. Scope

Interest Rate Contracts - All interest rate swaps, forward rate agreements, interest rate futures, caps, collars and floors, whether purchased or written.

Option Contracts - All put and call option contracts, whether purchased or written, on marketable securities, financial futures, foreign currencies, foreign exchange or foreign

exchange futures contracts.

Foreign Exchange Contracts - All contracts for future purchase or sale of foreign currencies, foreign currency or cross currency swap contracts, or foreign exchange futures contracts.

B. Exclusions

All financial contracts used to hedge assets and liabilities that are acquired by the

Assuming Ban but are not subject to adjustment from Book Value.

C. Adjustment

The difference between the Book Value and market value as of Bank Closing.

D. Methodology

1. The price at which the Assuming Bank sells or disposes of Qualified Financial Contracts will be deemed to be the fair market value of such contracts, if such sale

or disposition occurs at prevailing market rates within a predefined timetable as agreed upon by the Assuming Bank and the Receiver.

2. In valuing all other Qualified Financial Contracts, the following principles will apply:

(i) All known cash flows under swaps or forward exchange contracts shall be present valued to the swap zero coupon interest rate curve.

(ii) All valuations shall employ prices and interest rates based on the actual frequency of rate reset or payment.

(iii) Each tranche of amortizing contracts shall be separately valued. The total its

the values of

value of such amortizing contract shall be the sum of

component tranches.

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Washington Mutual Bank

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Whole Bank P&A

the

(iv) For regularly traded contracts, valuations shall be at the midpoint of bid and ask prices quoted by customar sources (e.g., The Wall Street

Journal, Telerate, Reuters or other similar source) or regularly traded exchanges.

(v) For all other Qualified Financial Contracts where published market quotes the bid and ask

are unavailable, the adjusted price shall be the average of

price quotes from three (3) securities dealers acceptable to the Receiver and Assuming Bank as of Bank Closing. If quotes from securities dealers

cannot be obtained, an appraiser acceptable to the Receiver and the

Assuming Bank will perform a valuation based on modeling, correlation

analysis, interpolation or other techniques, as appropriate.

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Whole Bank P&A Henderson, Nevada

James

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Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Bank Premises

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Fed Funds Sold

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming

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Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Loan Trial Balances

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Loans Sold to Other Institutions

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the

United States, the
Receiver is charged with the duty of winding up the affairs of the former
Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming
Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a
result of the
foregoing, many of the items typically gathered, copied and reconciled at other
closings were not
gathered by personnel at this particular closing. Since FDIC did not retain any
assets, no
inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Overdrafts

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution")
was
closed by the Office of Thrift Supervision and the Federal Deposit Insurance
Corporation was
appointed as receiver of the Institution (the "Receiver"). Under the laws of the
United States, the
Receiver is charged with the duty of winding up the affairs of the former
Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming
Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a
result of the
foregoing, many of the items typically gathered, copied and reconciled at other
closings were not
gathered by personnel at this particular closing. Since FDIC did not retain any
assets, no
inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Subsidiaries

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On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Loans Assumed by FDIC

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant

DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Unfunded commitments retained by the FDIC

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Charged-off Loans

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Owned Real Estate

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Letters of Credit (LOC)

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe

Receiver-in-Charge

FROM: Martha Duncan

Administrative Assistant

DATE: September 26, 2008

SUBJECT: #10015 - Washington Mutual Bank

Henderson, Nevada - In Receivership

Asset Category: Schedule of Repossessed Collateral

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe

Receiver-in-Charge

FROM: Martha Duncan

Administrative Assistant

DATE: September 26, 2008

SUBJECT: #10015 - Washington Mutual Bank

Henderson, Nevada - In Receivership

Asset Category: Other Assets, Bank Owned Vehicles, and Prepaids

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the

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foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Participations Bought and Sold

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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FDIC1

Federal Deposit Insurance Corporation
550 17th Street NW, Washington, D,C, 20429-9990 Division of Resolutions and
Receiverships

September 26, 2008

VIA FAX AND E-MAIL

Subject: Washington Mutual Bank
Henderson, NV - In Receivership
Closing Date: September 25, 2008

Notice of Transfer - Qualified Financial Contracts

Dear Sir or Madam:

The above-captioned institution (the "Institution") was closed on the Closing Date referenced above and the Federal Deposit Insurance Corporation has been appointed as receiver

of

the Institution (the "Receiver").

The Receiver is in the process of identifying all parties to "Qualified Financial Contracts" to which the Institution was also a party, as that term is defined by 12 U.S.C. Section 1821(e)(8)(D)(i) ("QFC"). Based on the information available to the Receiver, and in accordance with the provisions of 12 U.S.C. Sections 1821(e)(8)-(10), the Receiver has determined that you may be a party to one or more QFCs and, assuming that you are such a party, this letter is to advise you that all such QFCs to which you are a party have been transferred to 1PMorgan Chase

transfer is not an admission by

Bank, National Association, Columbus, Ohio. This notification of

transfer is only given by the Receiver as a precautionary measure pursuant to the above-referenced statutes.

the Receiver that the subject contract(s) constitutes a QFC. This notification of

Sincerely,

Federal Deposit Insurance Corporation

Washington Mutual Bank

as Receiver of

:J22~

Title: Deputy Director

Resolutions & Receiverships

Division of

Qfc- Transfer-Letter.doc

[REDACTED]

FDIC

[REDACTED]

[REDACTED]

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Safe Deposit Boxes

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Asset Category: Possessory Collateral and Safekeeping

On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance

Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.

Under the terms of the Whole Bank Purchase and Assumption Agreement, the Assuming Institution, JPMorgan Chase, purchased all of the assets of the failed bank. As a result of the foregoing, many of the items typically gathered, copied and reconciled at other closings were not gathered by personnel at this particular closing. Since FDIC did not retain any assets, no inventory of same was created and none is included herein.

FDIC



Duncan, Martha C.

From: Fritz, George

Sent: Saturday, October 04, 2008 6:08 PM

To: Glassman, Mitchell; Bieker, Ronald F.; Patelunas, Gail; Ostermiller, William R.; Rouse, Alan;

Campagna, Frank; Foster, Debra E.; Spaid, Mike; Davis, Belinda; Schoppe, Robert
Cc: Golt, Anthony J.; Mayorga, Luis A.; Greene, Gwendolyn N.; Duncan, Martha C.
Subject: WAMU - Claims Status Report

Attachments: Amended wamu publications(2).doc; Chase_Final_Approved_Notice.pdf;
Amended
NOTICE TO DEPOSITORS OF Washington Mutual Bank.doc;
WaMuStateNotificationFINAL.pdf; DEBT FLOW CHART.xls; List.xls

The following represents the actions taken and current status pertaining to Claims on the Washington Mutual Bank receivership.

- As of 09.25.08 a deposit download was received in Washington. At the current time

this will not be loaded into RLS due to the overwhelming number of deposit accounts. Additionally, since this resolution was an all deposit transfer the current plan is to wait until the 18 months to ratify accounts has passed (March 25, 2010) and then load only the unclaimed deposits returned to the FDIC from JPMorgan Chase Bank into CAS

• A download of outstanding official items has been received. There are 274,743 outstanding items that total \$909,945,346.55. The same procedures for deposits will be applied to these. After the 18 months has passed a new download will be received, reconciled and then escheated according to UDAA requirements.

• The Publication of Notice to Creditors and Depositors of Washington Mutual Bank, Henderson, NV was placed in the following publications: Wall Street Journal, Las Vegas Review Journal and the Seattle Times. Publications dates are: 10.01 10.31 and 12.01. With these publications the Bar Date has been established as December 30, 2008. Attached is a copy of the publication:
Amended wamu
publications(2).d...

• The Notice to Depositors has also been provided to JPMorgan Chase Bank to be inserted with their letter being mailed to all depositors in compliance with Section 5.3 of the Purchase and Assumption Agreement. This notice has been reviewed and approved by legal. Attached is a copy of both the FDIC notice and the JPMorgan Chase Notice:
Chase_Final_Appro Amended NOTICE
ved_Notice.pd... TO DEPOSITORS O..

• Claims had conducted several conference calls and meetings with staff who work in the "Escheatment" department discussing how to track and monitor the deposits for ratification purposes. Both parties feel they have a good understanding of the process and its requirements.

Federal Deposit Insurance Corporation

1601 Bryan Street, Dallas TX 75201 Dallas Regional Office

MEMORANDUM TO: Robert Schoppe
Receiver-in-Charge
FROM: Martha Duncan
Administrative Assistant
DATE: September 26, 2008
SUBJECT: #10015 - Washington Mutual Bank
Henderson, Nevada - In Receivership
Stockholder Listing

WaMuClosingBook.txt


On September 25, 2008, Washington Mutual Bank, Henderson, Nevada (the "Institution") was closed by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation was appointed as receiver of the Institution (the "Receiver"). Under the laws of the United States, the Receiver is charged with the duty of winding up the affairs of the former Institution.


At the time of failure, Washington Mutual Inc. (WMI) was the bank's holding company and sole shareholder. It is publicly traded on the NYSE under the ticker WM. The holding company is regulated by the OTS as a unitary savings and loan holding company because it acquired two OTS chartered institutions, Washington Mutual Bank, FA (WMB) and Washington Mutual Bank FSB (WMBfsb), through supervisory transactions.


Washington Mutual Bank
Seattle, WA
FIN: #10015

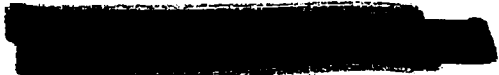
DIRECTORS AND OFFICERS LISTING


David Bonderman



Stephen I. Chazen


Stephen E. Frank


Thomas C. Leppert


Charles M. Lillis


Phillip D. Matthews


Margaret Osmer McQuade

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**YOUR DEPOSITS HAVE BEEN TRANSFERRED
 TO ANOTHER INSTITUTION**

TO ANOTHER INSTITUTION**

On September 25, 2008 (the "Closing Date"), the Office of Thrift Supervision closed Washington Mutual Bank, Henderson, NV, 89014 (the "Failed Institution"), and appointed the Federal Deposit Insurance Corporation (the "FDIC") as Receiver (the "Receiver"). The FDIC, which insures your deposits in its corporate capacity, arranged for the transfer of your deposit(s) ("deposits") at the Failed Institution to another insured depository institution, JPMORGAN CHASE BANK NATIONAL ASSOCIATION, Columbus, OH, 43240 ("the New Institution"). This arrangement should minimize any

Page 99

inconvenience the closing of the Failed Institution may cause you. Although you may leave your deposit(s) in the New Institution, you must take some action to claim ownership of your deposit(s).

1. How to Claim Ownership of Your Deposits
Under federal law 12 U.S.C. Section 1822(e) you must claim ownership of your deposit(s) at the New Institution within eighteen (18) months from the Closing Date. If you do not claim your deposit(s) at the New Institution by March 25, 2010, your deposit(s) will be returned to the FDIC by the New Institution, and you may not be able to claim the deposit(s), except as described below in Section 2.

You may claim your deposit(s) at the New Institution by taking any of the following actions within 18 months from the Closing Date. If you have more than one deposit account, your action in claiming your deposit in one account will automatically claim your deposits in all of your accounts.

- a. Making a deposit to or withdrawal from your account(s). This includes writing a check on any account or having an automated direct deposit credited to or an automated withdrawal debited from any account;
 - b. Executing a new signature card on your account(s), entering into a new deposit agreement with the New Institution, changing the ownership on your account(s), or renegotiating the terms of a certificate of deposit account;
 - c. Providing the New Institution with a completed change of address form; or
 - d. Writing to the New Institution and notifying it that you wish to keep your account(s) active. Please be sure to include in this notice the name(s) on the account(s), the account numbers, and the signature of an authorized signer on the account(s), with name and address.
- You should know that bank drafts issued by the Failed Institution, including officer's checks, cashier's checks, money orders, dividend checks, interest checks, and expense checks, are all considered deposits and must be claimed within 18 months from the Closing Date.

2. Failure to Claim Ownership of Your Deposits within 18 Months
If you do not claim ownership of your deposit(s) at the New Institution within 18 months from the Closing Date, federal law, 12 U.S.C. Section 1822(e), requires the New Institution to return the deposit(s) to the FDIC and the FDIC to deliver the unclaimed deposit(s) as unclaimed property to the state listed in your address in the Failed Institution's records. If your address is outside of the United States, the FDIC is directed to deliver the unclaimed deposit(s) to the state in which the Failed Institution had its main office. If the state accepts custody of your deposit(s), you will have ten years from the date of delivery to claim your deposit(s) from the state in accordance with its unclaimed property laws. If you do not claim your

deposit(s) from the state within the ten years, the funds will be returned to the FDIC, and you will be permanently barred from claiming your deposit(s). If the state declines to accept custody of your unclaimed deposit(s), you will be able to claim your deposit(s) directly from the FDIC until the receivership is terminated. However, please note that a receivership may be terminated at any time. Once the receivership is terminated, you will not be able to claim your deposit(s).

3. Your Deposit Relationship with the New Institution
The New Institution needs your correct address. If the address to which this notice has been addressed is no longer your current address, contact the New Institution to ensure that it has your correct address. Similarly, if you have not been receiving account statements, or you have changed your address, you should contact the New Institution. Remember, supplying a completed change of address form to the New Institution will serve to claim your deposit(s).

4. Challenging Your Final Insurance Determination
In the event you disagree with the FDIC's determination of your insurance coverage as represented by the account(s) made available at the New Institution, you may seek a review of the FDIC's determination in the United States District Court for the federal judicial district where the principal place of business of the Failed Institution was located. You must file your request for this review no later than 60 days after the date on which your deposit(s) became available to you at the New Institution. Filing a request for review will not prevent you from using the funds in your new account.

RLS72113

PUBLICATION
NOTICE TO
CREDITORS AND DEPOSITORS OF
Washington Mutual Bank
Henderson, NV

On September 25, 2008 (the "Closing Date"), the Office of Thrift Supervision closed Washington Mutual Bank, Henderson, NV, 89014 (the "Failed Institution") and appointed the Federal Deposit Insurance Corporation as Receiver (the "Receiver") to handle all matters relating to the Failed Institution.

TO THE CREDITORS OF THE FAILED INSTITUTION

All creditors having claims against the Failed Institution must submit their claims in writing, together with proof of the claims, to the Receiver by December 30, 2008 (the "Bar Date"), at the following address:

FDIC as Receiver of
Washington Mutual Bank
1601 Bryan Street
Dallas, TX 75201
Attention: George Fritz

Under federal law, with certain limited exceptions, failure to file such claims by the Bar Date will result in disallowance by the Receiver, the disallowance will be final, and further rights or remedies with regard to the claims will be barred. 12 U.S.C. Section 1821(d)(5)(C), (d)(6).

TO THE DEPOSITORS OF THE INSTITUTION

The Federal Deposit Insurance Corporation, in its corporate capacity, which insures your deposits (the "FDIC"), arranged for the transfer of the deposit(s) at the Failed Institution to another insured depository institution, JPMORGAN CHASE BANK NATIONAL ASSOCIATION, Columbus, OH, 43240 ("the New Institution"). This arrangement should minimize the inconvenience the closing of the Failed Institution causes you. You may leave your deposits in the New Institution, but you must take action to claim ownership of your deposits.

Federal law 12 U.S.C. Section 1822(e), requires you to claim ownership of ("claim") your deposits at the New Institution within eighteen (18) months from the Closing Date. If you do not claim your deposits at the New Institution by March 25, 2010, the funds in your account(s) will be transferred back to the FDIC, and you will no longer have access to your deposit(s) at the New Institution. However, as described in more detail below, you may still be able to obtain these funds from your state government or the Receiver.

You may claim your deposits at the New Institution by taking any of the following actions within 18 months from the Closing Date. If you have more than one account, your action in claiming your deposit in one account will automatically claim your deposit in all of your accounts.

1. Making a deposit to or withdrawal from your account(s). This includes writing a check on any account, or having an automated direct deposit credited to or an automated withdrawal debited from any account;
 2. Executing a new signature card on your account(s), enter into a new deposit agreement with the New Institution, changing the ownership on your account(s), or renegotiating the terms of your certificate of deposit account;
 3. Providing the New Institution with a completed change of address form; or
- RLS7211

4. Writing to the New Institution and notifying them that you wish to keep your account(s) active. Please be sure to include the name(s) of the account(s), the account number(s), and the signature of an authorized signer on the account(s), name and address. You should know that bank drafts issued by the Failed Institution, including officer's checks, cashier's checks, money orders, dividend checks, interest checks, and expense checks, are all considered deposits and must be claimed within 18 months from the Closing Date.

If you do not claim ownership of your deposit(s) at the New Institution within 18 months from the Closing Date, federal law, 12 U.S.C. Section 1822(e), requires the New Institution to return your deposit(s) to the FDIC and the FDIC to deliver the unclaimed deposit(s) as unclaimed property to the state listed in your address on the Failed Institution's records. If your address is outside of the United States, the FDIC is directed to deliver the unclaimed deposit(s) to the state in which the Failed Institution had its main office. If the state accepts custody of your deposit(s), you will have ten years from the date of delivery to claim your deposit(s) from the state in accordance with its unclaimed property laws. If you do not claim your deposit(s) from the state within the ten years, the funds will be returned to the FDIC, and you will be permanently barred from claiming your deposit(s). If the state declines to accept custody of your unclaimed deposit(s), you will be able to claim your deposit(s) directly from the FDIC until the receivership is terminated. However, please note that a receivership may be terminated at any time. Once the receivership is terminated, you will not be able to claim your deposit(s).

In the event you disagree with the FDIC's determination of your insurance coverage as represented by the account(s) made available at the New Institution, you may seek a review of the FDIC's determination in the United States District Court for the federal judicial district where the principal place of business of the Failed Institution was located. You must file your request for this review no later than 60 days after the date on which the FDIC made your deposit(s) available to you at the New Institution. Filing a request for review will not prevent you from using the funds in your new account.

RLS7211

Duncan, Martha C.

From: Fritz, George
Sent: Thursday, October 02, 2008 10:42 AM
To: Duncan, Martha C.
Subject: Newspaper Publications for the Notices to Creditor/Depositors

For the Closing Book if you need this.

Thanks,

George

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COPY FOR WAMU STATEMENT INSERT

WaMu & Chase. Safe & Secure.

WaMu branches became part of JPMorgan Chase Bank, N.A., on September 25, 2008, ensuring a bright new future for WaMu. JPMorgan Chase is known for strength and stability (and nearly a trillion dollars in customer deposits). But JPMorgan Chase brings more than money to the party: together we have over 14,000 ATMs and 5,400 branches nationwide, a quarter of a million employees, and the confidence of banking with over 100 million other customers. We know - it's a big, exciting change. You have questions? We have answers. To learn more, you can always stop by your local WaMu, call 1-800-788-7000 or visit wamu.com.

What do I need to do?

Just use your account as you normally would. Regular use will meet the requirements to confirm your deposits - it's that easy. If you have an account which you actively use, you don't need to do anything.

Regular use includes deposits, withdrawals, writing checks on any account, or having an automated direct deposit or withdrawal made.

If you have an account you don't regularly use, you would be covered by any of the following actions:

Make a deposit or withdrawal, write a check, or make an automated direct deposit or withdrawal;

Sign a new signature card on your account, enter into a new deposit agreement with us, renegotiate the terms of a certificate of deposit (CD) account; or

Provide us with a completed change of address form.

Don't worry - we'll contact you over the next few months if there's any action you need to take.

What happens now?

What will happen to my account at WaMu? And to my WaMu branch?

10/3/08, 7:30 a.m..

It's business as usual. As of September 25, 2008, JPMorgan Chase Bank, N.A. assumed all the deposit and loan accounts, and all branches, of Washington Mutual Bank. You can continue to access your accounts just the way you've accessed them in the past: use your same branch, same debit, credit and ATM cards, same checks.

I'm a small business owner with WaMu. What will change for my business?

Immediately, no change at all - bank just as you do today. As our systems merge, we look forward to bringing you innovative services ranging from online invoicing to convenient ways to help you manage your cash flow. Chase is a national leader in business banking services, and is the nation's #1 SBA lender.

I have a relationship with the WaMu Commercial Group. What will change for my business?

Immediately, no change at all -work with the Commercial Group just as you do today. As our systems merge, we look forward to bringing you innovative services. Chase is a national leader in commercial lending and cash management solutions.

Where to do business

When can I start using Chase ATMs and branches?

You can soon begin using any WaMu or Chase ATM to get cash or check your

balances with no fee ;watch your upcoming statements for more information. However, please continue to bank at WaMu branches as you do today. Until we combine systems, Chase branches will not be able to offer banking services for WaMu accounts. We'll let you know as soon as you can bank at these branches.

Can I cash WaMu checks at Chase branches, and vice-versa?

While we always want to process your checks and other items as quickly as possible, in most cases, we will treat Chase checks as if they are from a separate

bank for purposes of funds availability and cashing checks until we merge our systems. Until that time, if checks that you write are presented for payment to a Chase branch, the check may be treated as though it was written on another bank.

Making & receiving payments

Do my WaMu direct deposit, automated payments and transfers remain the same?

Yes. These services all continue for you without interruption or action on your part.

Where do I send my WaMu credit card and loan payments?

There's no change in how or where you make payments; payment instructions and addresses remain unchanged.

I have a Chase credit card, car loan, and mortgage. Can I make payments at a WaMu branch now?

Not yet! We'll let you know when you can make Chase credit card, car loan, mortgage or other loan payments at WaMu branches, or vice versa.

Insured deposits

I have deposit accounts at both WaMu and Chase. Are both of my accounts insured?

Yes! If you opened a WaMu deposit account before September 26, 2008, that account, including any new deposits into that account, will be separately insured by

the FDIC for six months (until March 24, 2009), up to the maximum FDIC insurance limits.

Accounts opened on or after September 26, 2008, will be combined with all other JPMorgan Chase Bank, N.A. accounts of the same depositor to determine FDIC insurance.

I have Certificates of Deposit (CDs) at both WaMu and Chase. Are both of those FDIC-insured?

Yes! WaMu CDs are separately insured from JPMorgan Chase Bank, N.A. accounts until March 24, 2009. And insurance for WaMu CDs existing on September 25 may be extended: WaMu CDs maturing before March 24, 2009 that roll over without any changes (such as amount, term, or title), and WaMu CDs maturing after March 24, 2009, are separately insured until their first maturity date after March 24, 2009.

WaMu CDs opened on or after September 26, 2008, will be combined with all other JPMorgan Chase Bank, N.A. accounts of the same depositor to determine FDIC insurance.

10/3/08, 7:30 a.m..

I have retirement accounts at both WaMu and Chase. Are both of these accounts insured?

WaMu self-directed Keogh and Individual Retirement deposit accounts (including retirement CDs) will be separately insured by the FDIC for six months, up to the maximum FDIC insurance limits, separately from any other retirement accounts that you may have at JPMorgan Chase Bank, N.A.

I opened a deposit account with WaMu on or after September 26, 2008. I already have a Chase deposit account. Are they both insured?

Your deposit accounts opened on or after September 26, 2008 at a WaMu branch will not receive the separate FDIC insurance coverage described above. For FDIC insurance purposes, they will be combined with all other deposits of JPMorgan Chase Bank, N.A.

You can maximize your FDIC coverage through a combination of joint and individual accounts. Just visit www.FDIC.gov to find out more.

© 2008 JPMorgan Chase Bank, N.A. Member FDIC, Equal Housing Opportunity Lender.

NOTICE TO CREDITORS
AND DEPOSITORS OF @ WASHINGTON MUTUAL BANK
HENDERSON, NV

On September 25, 2008 (the "Closing Date"), the Office of Thrift Supervision closed Washington Mutual Bank, Henderson, NV 89014 (the "Failed Institution") and appointed the Federal Deposit Insurance Corporation as Receiver (the "Receiver") to handle all matters relating to the Failed Institution.

TO THE CREDITORS OF THE FAILED INSTITUTION

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I Al, cred tors having clalms against tne Failed Institution mJst subm.t the'r claims in wr ling, together lw, lh oroof of the cla,ms. to the Receiver by December 30. 2008 (tne "Bar Dare'I. at tne followina

FDlC as Receiver of Washington Mutual Bank
1601 Bryan Street, Dallas, TX 75201
Attention: George Fritz

Under federal law, with certain limited exceptions, failure to file such claims by the Bar Date will result in disallowance by the Receiver, the disallowance will be final, and further ri hts or remedies with regard to the claims will be barred. 12 U.S.C. Section 1821(d)(S)(C),

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TO THE DEPOSITORS OF THE INSTITUTION

The Federal Deposit Insurance Corporation, in its corporate capacity, which insures your deposits (the "FDIC), arranged for the transfer of the deposit(s) at the Failed Institution to another insured deoositorv institution. JPMORGAN CHASE BANK NATIONAL ASSOCIATION, Columbus. OH, 43140 ("t6e New Insr~!~rion'). Th's arrangement sno~ld m~nlm;ze the inconvenience Ire closing of I

on ca~ses VOJ. You may leave your de~osits in the New Institution, but you . . must take action to claim ownership oi your diposits.'

Federal law 12 U.S.C. Section 1822(e), requires you to claim ownership of ("claim") your deposits at the New Institution within eighteen (18) months from the Closing Date. If you do not claim your deposits at the New Institution by March 25, 2010, the funds in your account(s) will be transferred back to the FDIC, and you will no longer have access to your deposit(s) at the New Institution. However, as described in more detail below, you may still be able to obtain these funds from your state government or the Receiver.

You may clam your deposits at the New Institution by taking any of the following actions within 18 months from the Closing Date. If you have more than one account, your action in claiming your deposit in one account will automatically ciam your deposit in all of your accounts.

1. Making a deposit to or wlthorawal from yoJr acco~nt(s). Tn~s incl~des wrlt.ng a check on anv accoLnt, cr hav na an a~tomated direct deoosit creoitd to or an automatea w'thdrawal debited from any accdunt; i

2. Executing a new signature card on your account(s), enter into a new deposit agreement with ; the New Institution, changing the ownership on your account(s), or renegotiating the terms ; of your certificate of deposit account;

3. Providing the New Institution with a completed change of address form; or
4. Writing to the New Institution and notifying them that you wish to keep your account(s)
Please be sure to include the name(s) of the account(s), the account number(s) and the signature of an authorized signer on the account(s) name and address.

You should know that bank drafts issued by the Failed Institution, including officer's checks, cashier's checks, money orders, dividend checks, interest checks, and expense checks, are .

All considered deposits and must be claimed within 18 months from the Closing Date.

If you do not claim ownership of our deposit(s) at the New Institution within 18 months from the Closing Date, federal law, 12 U.S.C. Section 1822(e), requires the New Institution to return your deposit(s) to the FDIC and the FDIC to deliver the unclaimed deposit(s) as unclaimed property to the state listed in your address on the Failed Institution's records. If your address is outside of the United States, the FDIC is directed to deliver the unclaimed deposit(s) to the state in which the Failed Institution had its main office. If the state accepts custody of your deposit(s), you will have ten years from the date of delivery to claim your deposit(s) from the state in accordance with its unclaimed property laws. If you do not claim your deposit(s) from the state within the ten years, the funds will be returned to the FDIC, and you will be permanently barred from claiming your deposit(s). If the state declines to accept custody of your unclaimed deposit(s), you will be able to claim your deposit(s) directly from the FDIC until the receivership is terminated. However, please note that a receivership may be terminated at any time. Once the receivership is terminated, you will not be able to claim your deposit(s).

In the event you disagree with the FDIC's determination of your insurance coverage as represented by the account(s) made available at the New Institution, you may seek a review of the FDIC's determination in the United States District Court for the federal judicial district where the principal place of business of the Failed Institution was located. You must file your request for this review no later than 60 days after the date on which the FDIC made your deposit(s) available to you at the New Institution. Filing a request for review will not prevent you from

using the
funds in your new account.

NOTICE TO CREDITORS & AND DEPOSITORS OF
WASHINGTON MUTUAL BANK

HENDERSON, NV

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On September 25, 2008 (the "Closing Date"), the Office of Thrift Supervision closed Washington Mutual Bank. Henderson, NV 89014 (the "Failed Institution") and appointed the Federal Deposit Insurance Corporation as Receiver (the Receive?) to handle all matters relating to the Failed Institution.

TO THE CREDITORS OF THE FAILED INSTITUTION

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TO THE DEPOSITORS OF THE INSTITUTION

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1. Making a deposit to or withdrawal from your account(s). This includes writing a check on any account, or having an automated direct deposit

credited to or an automated withdrawal debited from any account;
2. Executing a new signature card on your account(s), enter into a new deposit agreement with the New Institution, changing the ownership on your account(s), or renegotiating the terms of your certificate of deposit account;
3. Providing the New Institution with a completed change of address form;
or
4. Writing to the New Institution and notifying them that you wish to keep your account(s) active. Please be sure to include the name(s) of the account(s), the account number(s), and the signature of an authorized signer on the account(s), name and address.
You should know that bank drafts issued by the Failed Institution, including officer's checks, cashier's checks, money orders, dividend checks, interest checks, and expense checks, are all considered deposits and must be claimed within 18 months from the Closing Date.

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In the event you disagree with the FDIC's determination of your insurance coverage as represented by the account(s) made available at the New Institution, you may seek a review of the FDIC's determination in the United States District Court for the federal judicial district where the principal place of business of the Failed Institution was located. You must file your request for this review

no later than 60 days after the date on which the FDIC made your deposit(s) available to you at the New Institution. Filing a request for review will not prevent you from using the funds in your new account.

NOTICE OF PUBLIC NOTICE is hereby given that

HEARING OF THE Council of the Town of York
SHORELINE CITY COUNCIL POINT VILLAGE HOLD 0 public hearing
All interested persons are encouraged to attend on Tuesday, October 14, 2008 at 7:00 P.M.

couraged to attend the public hearing at 7:00 P.M. on Tuesday, October 14, 2008

hearing and provide written comments, or

and/or oral comments.

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WaMuClosingBook.txt

Dwelling Units per~cre. Address: 4001 NE,41st htr

When: Monday, October 13. of tlie

Yorrow Polnf. COPI~S

2008 -8:W P m. plication ore available at
where: ~~~~~t ~ center chargei otpartiesi are Holl. Al

~ lerested ~shorelineconference Roan, ~ the Town invite,
18560 First Avenue NE, attend. Claudia Loulnser,

Shoreline, Woshinston terirn Clerk Treasurer.

Duncan, Martha C.

From: Fritz, George
Sent: Tuesday, October 07, 2008 11:20 AM
To: Duncan, Martha C.
Subject: FW: #10015 WaMu - Approved JPMC Depositor Notice for Publication
Attachments: Chase_Approved_Pub_Notice.pdf

For the Closing Book.
Thanks,
George

From: Fenton, Thaddeus G.
Sent: Tuesday, October 07, 2008 11:16 AM
To: [REDACTED]
Cc: Fritz, George; McNaul, Carrie A.
Subject: #10015 WaMu - Approved JPMC Depositor Notice for Publication

Michael,

FDIC Claims Agent In Charge George Fritz has agreed to accept your proposed form of Notice to Depositors which JPMC will publish. A copy of that proposed notice is attached, with our approvals noted thereon.
-Thad

Chase_Approved_P
ub_Notice.pdf ...

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NOTICE TO DEPOSITORS OF Washington Mutual Bank, Henderson, NV
Your Institution Has Been Closed

**YOUR DEPOSITS HAVE BEEN TRANSFERRED TO
JPMorgan Chase Bank, National Association**

JPMorgan Chase Bank, National Association, Columbus, OH, 43240 ("Chase"), assumed the

WaMuClosingBook.txt

deposits of Washington Mutual Bank, Henderson, NV 89014 ("WaMu") on September 25, 2008.

The Office of Thrift Supervision closed WaMu on September 25, 2008, and the Federal Deposit

Insurance Corporation ("FDIC"), which insures your deposits in its corporate capacity, arranged

for the transfer of your deposits to Chase. This arrangement should minimize any inconvenience

to you and your deposits will continue to be insured by the FDIC to the maximum permitted by

law. To learn more, stop by your local WaMu or visit wamu.com.