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September 2, 2014

Via Federal Express

Federal Deposit Insurance Corporation,  
Receiver of Washington Mutual Bank, Henderson, Nevada,  
1601 Bryan St., Suite 1701,  
Dallas, Texas 75201.

Attention: Regional Counsel (Litigation Branch) &  
Deputy Director (DRR - Field Operations Branch)

Re: Indemnification Obligations

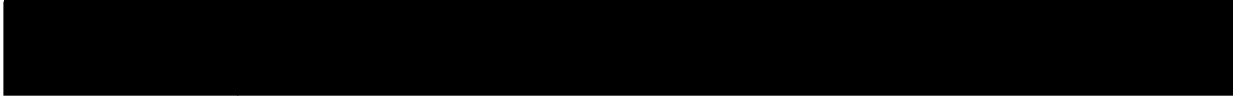
Dear Sirs:

We refer to the Purchase and Assumption Agreement Whole Bank, dated as of September 25, 2008 (the "Agreement") by and among the Federal Deposit Insurance Corporation in its corporate capacity ("FDIC Corporate") and as receiver ("FDIC Receiver" and, together with FDIC Corporate, "FDIC") and JPMorgan Chase Bank, N.A. (together with its subsidiaries and affiliates, "JPMC") relating to the resolution of Washington Mutual Bank, Henderson, Nevada ("WMB"). This letter supplements our prior indemnification notices and provides you with written notice of an additional matter for which JPMC is entitled to indemnification under Section 12.1 of the Agreement.

The additional matter that gives rise to JPMC's indemnity rights is a complaint filed with the Consumer Financial Protection Bureau ("CFBP") by [REDACTED] against JPMC, dated October 15, 2013 (Case No. [REDACTED]). In [REDACTED] complaint, [REDACTED]

[REDACTED]

Federal Deposit Insurance Corporation



JPMC is advising you that the liability it may incur in connection with this dispute, including the costs and expenses it incurs in defending against any action that may arise in relation to this dispute, as well as the amount of any settlement or adverse judgment, are subject to indemnification by the FDIC pursuant to Section 12.1 of the Agreement. Should the FDIC fail to assume responsibility for defending or resolving this dispute, we understand the FDIC consents to our defending, and, if we deem it to be prudent, settling any action that may arise from this dispute. As you know, and as the FDIC has acknowledged in court, if the FDIC disclaims responsibility for any liabilities that may arise in connection with this dispute and instead asserts that Section 12 of the Agreement does not apply to any such liabilities, then the FDIC may not purport to exercise its rights to direct the defense of this action or determine whether to settle it.

As you are aware from previous correspondence notifying you of the FDIC's indemnification obligations in other matters, the matters identified in this letter are not intended to be exhaustive or to constitute a statement that no other facts have or may come to our attention that could result in claims for which indemnification is provided, and we reserve the right to supplement this notice as additional facts or circumstances may arise.

Sincerely,



. Sacks

Enclosures

cc: Lawrence N. Chanen  
Joanna Jagoda  
Mark Morris  
Rachel Ahn  
(JPMorgan Chase Bank, N.A.)  
(Via Email without enclosures)

Richard Osterman  
James Wigand  
David Gearin  
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(Federal Deposit Insurance Corporation)  
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Brent McIntosh  
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(Via Email without enclosures)