

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Agreement”) is entered into as of November 19, 2013, by and between (i) the National Credit Union Administration (“NCUA”) Board, as Liquidating Agent of U.S. Central Federal Credit Union (“U.S. Central”), Western Corporate Federal Credit Union (“Western”), Southwest Corporate Federal Credit Union (“Southwest”), Members United Corporate Federal Credit Union (“Members”) and Constitution Corporate Federal Credit Union (“Constitution”) (collectively, the “Credit Unions”, and the NCUA Board as liquidating agent for each Credit Union and the Credit Unions collectively, the “Liquidating Agent(s)”), on the one hand, and (ii) J.P. Morgan Securities, LLC, J.P. Morgan Acceptance Corporation I, Bond Securitization, LLC, Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., Bear Stearns Asset Backed Securities I, LLC, J.P. Morgan Chase Bank, N.A. (as purported Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.), WaMu Capital Corp., Long Beach Securities Corp., and WaMu Acceptance Corp. (collectively, the “JPM Defendants”) on the other. The JPM Defendants, together with the Liquidating Agents, are referred to herein as the “Settling Parties,” with each a “Settling Party.”<sup>1</sup>

WHEREAS, on or about June 20, 2011, the Liquidating Agents for U.S. Central, Western, Southwest and Members commenced an action against J.P. Morgan Securities, LLC, J.P. Morgan Acceptance Corporation I and Bond Securitization, LLC and other defendants in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. J.P. Morgan Securities, LLC., et al.*, No. 11-02341 (the “JPM Kansas Action”);

WHEREAS, on or about December 14, 2012, the Liquidating Agents for U.S. Central, Western, Southwest and Members commenced an action against Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., Bear Stearns Asset Backed Securities I, LLC and other defendants in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. Bear Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, et al.*, No. 12-02781 (the “Bear Stearns Kansas Action”);

WHEREAS, on or about January 4, 2013, the Liquidating Agents for U.S. Central, Western and Southwest commenced an action against J.P. Morgan Chase Bank, N.A. (as Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.), WaMu Capital Corp., Long Beach Securities Corp. and WaMu Acceptance Corp. in the United States District Court for the District of Kansas, captioned *National Credit Union Administration Board v. J.P. Morgan Chase Bank N.A. (as Successor-in-Interest to Washington Mutual Bank, WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.) et al.* No. 13-2012 (the “WaMu Kansas Action”);

---

<sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Paragraph 1 herein.

WHEREAS, on or about September 17, 2013, the Liquidating Agents served an Amended Complaint in the *JPM Kansas* Action;

WHEREAS, on or about September 23, 2013, the Liquidating Agents for Southwest and Members commenced an action against Bear Stearns & Co., Inc., n/k/a J.P. Morgan Securities, LLC, J.P. Morgan Securities LLC, and J.P. Morgan Acceptance Corp. I in the United States District Court for the Southern District of New York, captioned *National Credit Union Administration Board v. Bear Stearns & Co., Inc., n/k/a J.P. Morgan Securities, LLC, et al.*, No. 13-06707 (the *Bear Stearns New York* Action);

WHEREAS, the JPM Defendants have determined that they are prepared to enter into a global resolution with various governmental parties, and one independent component of that settlement is to provide compensation to resolve the claims asserted against the JPM Defendants in the *JPM Kansas*, *Bear Stearns Kansas*, *WaMu Kansas* and *Bear Stearns New York* Actions, relating to the Securities identified at issue in the Actions and identified on Exhibit A, as well as all other non-agency residential mortgage-backed securities purchased by the Credit Unions that were issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates, or that are or were backed by loans originated by or on behalf of the JPM Defendants or their affiliates, including, but not limited to, those that are identified on Exhibit B, and the Liquidating Agents have determined they are prepared to accept amounts paid under this Agreement as compensation in exchange for such settlement, releases, and limitations;

WHEREAS, the Settling Parties have now reached an agreement to fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims against each and every one of the Released Persons, and to dismiss the Actions against the JPM Defendants with prejudice and on the merits;

NOW, THEREFORE, for good and valid consideration, the receipt and sufficiency of which is hereby acknowledged by all Settling Parties hereto, the Settling Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) “Actions” means the *JPM Kansas*, *Bear Stearns Kansas*, *WaMu Kansas* and *Bear Stearns New York* Actions.

(b) “Indirect Contract Claims” means any claim asserted by a party against the Released Defendant Persons under a contract governing the sale, transfer, or servicing of mortgage loans or pools of mortgage loans (including, without limitation, and for the avoidance of doubt, repurchase claims, put-back claims, and any other claim under any Pooling and Servicing Agreement, Assignment and Recognition Agreement, Mortgage Loan Purchase Agreement, or other substantially similar agreement), where neither the Liquidating Agents nor the Credit Unions are signatories, relating to any breach or violation of any representation or warranty as to loans originated, purchased, acquired, transferred, securitized, or collateralizing the Securities or any other securities, and which could result in an economic benefit to any of the Releasing Plaintiff Persons at the expense of any Released Defendant Person. For the avoidance

of doubt, this definition encompasses, but is not limited to, the Releasing Plaintiff Persons' right to receive any compensation or other benefits to which they are entitled pursuant to the \$4.5 billion J.P. Morgan repurchase settlement that was publicly announced on or about November 15, 2013.

(c) "Securities" means all non-agency residential mortgage-backed securities purchased by the Credit Unions that were issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates, including but not limited to the securities that are listed in Exhibit A and B, which lists the Liquidating Agents believe include all such securities. "Securities" also means all non-agency residential mortgage-backed securities that are or were backed by loans originated by or on behalf of the JPM Defendants or their affiliates whether or not such securities are listed in Exhibit A and B.

(d) "Effective Date" means the date upon which the Settlement Payment is made to and received by the U.S. Department of Justice, as evidenced by confirmation of the wire transfer pursuant to the instructions set forth in the separate settlement agreement dated November 19, 2013 between the U.S. Department of Justice and JPMorgan Chase & Co.

(e) "LIBOR Claims" means any claims relating to the London Interbank Offered Rate ("LIBOR") that are associated with the Securities or any other securities.

(f) "Person" means an individual, corporate entity, partnership, association, joint stock company, limited liability company, estate, trust, government entity (or any political subdivision or agency thereof) and any other type of business or legal entity; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind any governmental agency/entity other than the Liquidating Agents. The Liquidating Agents warrant, however, that the Liquidating Agents are vested with the sole and complete authority fully and finally to compromise, resolve, dismiss, discharge, and settle each and every one of the Released Claims on behalf of the Credit Unions.

(g) "Released Claims" means, collectively, the Released Plaintiff Claims and the Released Defendant Claims.

(h) "Released Plaintiff Claims" means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Plaintiff Persons against any or all of the Released Defendant Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the

Securities or that arise out of or are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Actions; provided, however, that the Released Plaintiff Claims shall not include (i) any claims against any Person other than the Released Defendant Persons; (ii) any Indirect Contract Claims; (iii) any LIBOR Claims, or (iv) any claims to enforce this Agreement.

(i) “Released Defendant Claims” means any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever, (i) whether disclosed or undisclosed, known or unknown, accrued or unaccrued, matured or not matured, perfected or not perfected, choate or inchoate, liquidated or not liquidated, fixed or contingent, ripened or unripened; (ii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including, but not limited to, claims arising under the federal securities laws), no matter how asserted; (iii) that previously existed, currently exist, or exist as of the Effective Date; (iv) that were, could have been, or may be asserted by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (v) that relate to the Securities or that arise out of or are based upon or relate in any way to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Actions; provided, however, that the Released Defendant Claims shall not include (i) any Indirect Contract Claims; (ii) any LIBOR Claims; or, (iii) any claims to enforce this Agreement.

(j) “Released Persons” means collectively the Released Plaintiff Persons and the Released Defendant Persons.

(k) “Released Plaintiff Persons” means each of: (i) the Liquidating Agents; and (ii) the Credit Unions, along with each such Person’s respective past and/or present principals, affiliates, subsidiaries, parents, general partners, limited partners and any Person in which they have or had a controlling interest, and each such Person’s past and/or present administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, principals, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, assigns, insurers and reinsurers.

(l) “Released Defendant Persons” means each of the JPM Defendants, along with each of the JPM Defendants’ respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any JPM Defendant has or had a controlling interest, and each such Person’s past and/or present principals, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, investment bankers, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers.

(m) “Releasing Persons” means, collectively, the Releasing Plaintiff Persons and the Releasing Defendant Persons.

(n) “Releasing Plaintiff Persons” means (i) the Liquidating Agents; (ii) the Credit Unions; and (iii) each and all of the Liquidating Agents’ and the Credit Unions’ respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on their behalf any of the Released Plaintiff Claims, whether in whole or in part; provided, however, that nothing in this definition or its use in this Agreement shall be construed to bind or constitute a release by any governmental agency/entity other than the Liquidating Agents. The Liquidating Agents warrant, however, that the Liquidating Agents are vested with the sole and complete authority fully and finally to compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims on behalf of the Credit Unions. The Liquidating Agents further warrant that the Credit Unions constitute all the credit unions for which the NCUA Board currently serves as liquidating agent that purchased residential mortgage-backed securities issued, sponsored, and/or underwritten by any of the JPM Defendants or their affiliates. “Releasing Plaintiff Persons” shall not include any of the Liquidating Agents’ outside counsel.

(o) “Releasing Defendant Persons” means each of the JPM Defendants and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on their behalf any of the Released Defendant Claims, whether in whole or in part; provided, however, that “Releasing Defendant Persons” shall not include any of the JPM Defendants’ outside counsel.

2. In consideration and as compensation for the Liquidating Agents’ execution of this Agreement and the release of claims as set forth below, the JPM Defendants shall make or cause to be made, for the benefit of the Liquidating Agents, compensatory payment in the amount of \$1,417,525,773.20 (the “Settlement Payment”), payable in accordance with the U.S. Department of Justice’s instructions as set forth in the separate settlement agreement dated November 19, 2013 between the U.S. Department of Justice and JP Morgan Chase & Co. Payment of the Settlement Payment by the JPM Defendants to the U.S. Department of Justice for the benefit of the Liquidating Agents shall constitute a full and valid discharge of the JPM Defendants’ payment obligation pursuant to this Agreement and in connection with the settlement of the Actions. This Agreement shall not become effective before the Effective Date.

3. No Admission of Liability. This Agreement does not constitute an admission by any of the JPM Defendants of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any of the allegations that were or could have been raised in the Actions. To the contrary, the JPM Defendants vigorously deny the allegations in the Actions, and believe them to be wholly without merit. This Agreement also does not constitute an admission by the Liquidating Agents that they would not have been able to successfully prosecute their claims, and in fact the Liquidating Agents firmly believe in the merit of each of the allegations in the Complaints in the Actions. The Settling Parties agree that this Agreement is the result of a compromise within the provisions of the Federal Rules of Evidence, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any JPM Defendant, nor shall it be used for impeachment purposes, to refresh recollection, or any other

evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce this Agreement.

4. Additional Conditions:

(a) No later than three (3) business days after the Effective Date, the Settling Parties shall jointly file a stipulation of voluntary dismissal with prejudice of the Released Claims in the Actions pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), in the forms attached hereto as Exhibit C1, C2, C3 and C4. For the avoidance of doubt, the stipulations of voluntary dismissal are not intended to dismiss any claims by any Liquidating Agent against any person or entity other than the Released Defendant Persons with respect to any of the Securities.

(b) The JPM Defendants agree to not file or join in any further law, administrative, regulatory, or other governmental proceedings regarding the Released Claims; and agree not to join in, facilitate, fund, or assist in any manner, or to make any filings or submissions in support of any pending litigation and/or appeals in cases concerning residential mortgage-backed securities in which any Liquidating Agent is Plaintiff; provided, however, that nothing herein shall prevent the JPM Defendants from complying with requests from any other party pursuant to Rule 45 of the Federal Rules of Civil Procedure or responding to requests that are administrative or ministerial in nature for information. Nothing in this paragraph will be construed to prevent any trade association of which any JPM Defendant is a member from taking any position with respect to the matters referenced herein, except that no JPMorgan Defendant shall directly or indirectly advocate for or participate in or directly contribute monetarily to the taking of a position on any such matter by any such trade association.

5. Release by the Plaintiff Releasing Persons. In exchange for the Settlement Payment and the release provided by the Releasing Defendant Persons, each and every one of the Releasing Plaintiff Persons shall, upon the Effective Date: (a) have and be deemed by operation of law to have completely, fully, finally and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Defendant Persons from any and all of the Released Plaintiff Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Plaintiff Claims against any or all of the Released Defendant Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Defendant Persons with respect to any of the Released Plaintiff Claims.

6. Covenants by the Liquidating Agents. Effective upon execution of this Agreement, the Liquidating Agents, subject explicitly to their statutory obligations, on behalf of themselves and all of the Releasing Plaintiff Persons, hereby covenant and agree that:

(a) No Releasing Plaintiff Person shall commence, assert, file or initiate any Released Plaintiff Claim, including (but not limited to) by way of third-party claim, cross-claim or counterclaim or by right of representation or subrogation, against any of the Released Defendant Persons.

(b) No Releasing Plaintiff Person shall participate in bringing or pursuing any Released Plaintiff Claim against any Released Defendant Person; provided, however, a Releasing Plaintiff Person shall not be precluded from assisting other government agencies in investigating or pursuing any claims against any Released Defendant Person.

(c) Nothing in this Agreement shall prevent the Liquidating Agents from seeking third-party discovery from any Released Defendant Person in any action or proceeding. For the avoidance of doubt, nothing in this Agreement shall relieve any Released Defendant Person from any obligation or requirement under Rule 45 of the Federal Rules of Civil Procedure.

(d) Each of the agreements, covenants and other representations made by the Liquidating Agents in this Agreement (including, without limitation, and for the avoidance of doubt, the obligation to voluntarily dismiss the Actions with prejudice pursuant to Paragraph 4(a) and the releases provided pursuant to Paragraph 5) is made pursuant to their statutory obligations and is not in any way inconsistent with those statutory obligations.

7. Release by the Releasing Defendant Persons. In exchange for the release provided by the Releasing Plaintiff Persons and the dismissal with prejudice of the Actions referenced above, each and every one of the Releasing Defendant Persons shall, upon the Effective Date: (a) have and be deemed by operation of law to completely, fully, finally and forever to have dismissed, relinquished, released, and discharged with prejudice each and every one of the Released Plaintiff Persons from any and all of the Released Defendant Claims; (b) forever be barred and enjoined from filing, commencing, intervening in, participating in, instituting, maintaining, prosecuting, or seeking relief (including, but not limited to, filing an application or motion for preliminary or permanent injunctive relief) in any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Defendant Claims against any or all of the Released Plaintiff Persons; and (c) have and be deemed to have covenanted not to sue any of the Released Plaintiff Persons with respect to any of the Released Defendant Claims.

8. Judgment Reduction and Release of Claims.

(a) In the event any Liquidating Agent obtains a judgment against any other party or parties relating to the Securities identified in Exhibit A or Exhibit B (a "Third Party Judgment"), and such other party or parties, in turn, successfully assert(s) a claim against any of the Released Defendant Persons relating to the Securities on the basis of contribution, indemnity or any other similar legal theory or claim (a "Claim Over"), the Liquidating Agents agree they will reduce the judgment or award they obtain or have obtained against the party asserting the Claim Over in a percentage calculated using the pro tanto rule, the proportionate rule or the pro rata rule, or such other rules as may apply in the relevant jurisdiction, whichever percentage is sufficient to cover fully or otherwise hold the Released Defendant Persons harmless in all respects from the other party's or parties' Claim Over against the Released Defendant Persons. The Liquidating Agents agree, with respect to a proceeding in which one or more of the Liquidating Agents is a party, that they shall consent to and join in, and with respect to all other proceedings consent to, any motion by the Released Defendant Persons seeking a determination

that this Agreement constitutes a release or settlement in good faith of any Claim Over in any such litigation.

(b) The Liquidating Agents further agree that, to the extent any of them settle, on or after the date of this Agreement, any claims they may have against any other party relating to the Securities and on which the Liquidating Agents provide a release to such other parties (a “Third Party Settlement”), the Liquidating Agents will use their good faith and best efforts to include in the Third Party Settlement a release from such other party in favor of the Released Defendant Persons (in a form equivalent to the releases contained herein) of any claims relating to the Securities on the basis of contribution, indemnity or any similar legal theory or claim under which the Released Defendant Persons would be liable to pay any part of such Third Party Settlement, provided however that in no event shall the Liquidating Agents be required to decline a settlement they otherwise deem acceptable because such third party refuses to release the Released Defendant Persons.

(c) Each of the Settling Parties acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 and expressly waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of the California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Parties acknowledge that inclusion of the provisions of this Section to this Agreement was a material and separately bargained for element of this Agreement.

9. Covenants by the JPM Defendants. Effective upon execution of this Agreement, the JPM Defendants, on behalf of themselves and all of the Releasing Defendant Persons, hereby covenant and agree that:

(a) No Releasing Defendant Person shall commence, assert, file or initiate any Released Defendant Claim, including (but not limited to) by way of third-party claim, cross-claim or counterclaim or by right of representation or subrogation, against any of the Released Plaintiff Persons.

(b) No Releasing Defendant Person shall participate in bringing or pursuing any Released Defendant Claim against any Released Plaintiff Person.

(c) No Releasing Defendant Person shall interfere with the Liquidating Agents’ prosecution of any claims the Liquidating Agents have asserted against any other entity on any claims relating to the Securities.



(d) The Releasing Defendant Persons shall, without limiting their rights pursuant to Rule 45 of the Federal Rules of Civil Procedure and other applicable law, subject to all objections on the grounds of privilege, work product, relevance, and undue burden, and conditioned upon compliance with reasonable confidentiality provisions, use all reasonable efforts to comply with any subpoenas pursuant to Rule 45 of the Federal Rules of Civil Procedure served upon them by any of the Released Plaintiff Persons relating to claims the Liquidating Agents have asserted against any other entity relating to the Securities.

10. The obligations and benefits conferred in any confidentiality agreements entered into by the Settling Parties, governing confidentiality of information and documents shall remain in effect after the Effective Date, subject to the provisions of this Agreement. The Exhibits to this Agreement shall remain confidential.

11. Representations and Warranties. Each Settling Party represents and warrants that:

(a) it has the full legal authority, right, and capacity to enter into this Agreement on its behalf and to bind the Settling Party to perform its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder. This Agreement has been duly and validly executed and delivered by such Settling Party and, assuming due authorization, execution and delivery by the other Settling Party, constitutes a legal, valid and binding obligation of such Settling Party, enforceable against such Settling Party in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies;

(b) the execution and delivery of this Agreement, the performance by such Settling Party of its obligations hereunder and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Settling Party of any statute, law, rule, regulation or ordinance or any judgment, decree, order, writ, permit or license of any governmental or regulatory authority applicable to such Settling Party; or (ii) require such Settling Party to obtain any consent, approval or action of, make any filing with or give any notice to any person, which action has not already been undertaken and accomplished by such Settling Party;

(c) notwithstanding anything else in this Agreement, and consistent with the definition of Releasing Persons, no Released Claim is hereby released against any Released Person (to the extent such Released Person otherwise has a Released Claim) where such Released Person does not itself release Released Claims as provided in Paragraphs 5 and 7 above;

(d) it has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily, to any other person or entity, the Released Claims, or any interest in or part or portion thereof, specifically including any rights arising out of the Released Claims; and

(e) it has read and understands this Agreement and it has had the opportunity to consult with its attorneys before signing it.

12. By signing this Agreement, each Settling Party, or its counsel as applicable, represents and warrants that it has full authority to enter into this Agreement and to bind itself, or its client, to this Agreement.

13. Right to Receive Benefits of the Securities.

Other than as specifically set forth in this Agreement, nothing herein prohibits, restricts, or limits any Releasing Plaintiff Person from receiving any benefits deriving from, or exercising any rights appurtenant to, the Releasing Plaintiff Person's interests in the Securities in the ordinary course, including, without limitation, the right to receive or assign payments from the Securities or to sell or otherwise dispose of their interests in the Securities.

14. This Agreement constitutes the entire agreement among the Settling Parties and overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter hereof. No modification of this Agreement shall be valid unless it is in writing, identified as an amendment to the Agreement and signed by all Settling Parties hereto.

15. Each of the Settling Parties submits to the personal jurisdiction of the United States District Court for the District of Columbia for purposes of implementing and enforcing the settlement embodied in this Agreement. The Settling Parties otherwise expressly reserve their jurisdictional rights to any action, suit or proceeding commenced outside the terms of this Agreement.

16. Each of the Settling Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Settling Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

17. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without regard to conflicts of law principles.

18. Except as otherwise expressly set forth herein, each Settling Party shall bear its own costs and expenses, including any and all legal and expert fees, incurred in connection with this Agreement and the Actions.

19. Notices required by this Agreement shall be communicated by email and any form of overnight mail or in person to:

(a) If to the Liquidating Agents:

Michael J. McKenna and  
John K. Ianno  
Office of the General Counsel  
National Credit Union Administration  
1775 Duke Street  
Alexandria, VA 22314  
mmckenna@ncua.gov

johni@ncua.gov

David C. Frederick  
Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C.  
1615 M Street NW, Suite 400  
Washington, D.C. 20036  
dfrederick@khhte.com

(b) If to the JPM Defendants:

Alla Lerner  
JPMorgan Chase & Co.  
One Chase Manhattan Plaza  
New York, New York 10081  
alla.lerner@jpmorgan.com

Sharon L. Nelles  
Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
nelless@sullcrom.com

20. This Agreement is the result of arm's-length negotiation between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement. No provision of this Agreement shall be interpreted or construed against any Settling Party because that Settling Party or its legal representative drafted that particular provision. Any captions and headings contained in this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

21. Upon execution by the Settling Parties, this Agreement is binding upon and shall inure to the benefit of the Settling Parties, their successors, assigns, heirs, executors, legal representatives and administrators.

22. Non-Waiver.

(a) Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by such other Settling Party.

(b) No waiver, express or implied, by any Settling Party of any breach or default in the performance by the other Settling Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Agreement.

23. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or .pdf shall be valid and effective as original signatures.


24. All of the exhibits attached to this Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein.

25. The Settling Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the Actions.

26. Nothing in this Agreement shall be used as an admission or concession that JPMorgan Chase Bank, N.A., or any other Defendant, contractually assumed or is otherwise liable for any alleged liabilities or wrongdoing of Washington Mutual Bank (“WMB”), or otherwise waived any alleged contractual right unless expressly released herein or expressly released in any related agreement.

**IN WITNESS WHEREOF**, the Settling Parties execute this Agreement as of the date first above referenced with the intent to be bound by its terms and conditions.

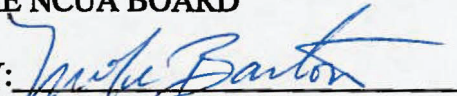
U.S. CENTRAL FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY:   
NAME: MIKE BARTON  
TITLE: AUTHORIZED REPRESENTATIVE

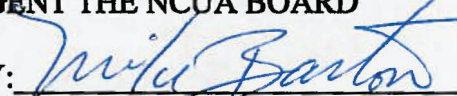
WESTERN CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY:   
NAME: MIKE BARTON  
TITLE: AUTHORIZED REPRESENTATIVE

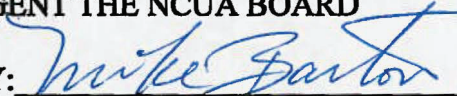
SOUTHWEST CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY:   
NAME: MIKE BARTON  
TITLE: AUTHORIZED REPRESENTATIVE


MEMBERS UNITED CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY:   
NAME: MIKE BARTON  
TITLE: AUTHORIZED REPRESENTATIVE

CONSTITUTION CORPORATE FEDERAL CREDIT UNION, BY ITS LIQUIDATING AGENT THE NCUA BOARD

BY:   
NAME: MIKE BARTON  
TITLE: AUTHORIZED REPRESENTATIVE

JPMORGAN CHASE BANK N.A.  
J.P. MORGAN ACCEPTANCE CORPORATION I  
J.P. MORGAN SECURITIES LLC  
BOND SECURITIZATION LLC  
BEAR STEARNS & CO., INC.  
BEAR STEARNS ASSET BACKED SECURITIES I LLC  
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.

By:   
Stephen M. Cutler  
General Counsel  
JPMorgan Chase & Co.

Dated: Nov 19, 2013

**WAMU ASSET ACCEPTANCE CORPORATION**

By: \_\_\_\_\_  
Anthony J. Horan  
Vice President and Assistant Secretary

Dated: \_\_\_\_\_

**WAMU CAPITAL CORPORATION**

By: \_\_\_\_\_  
Anthony J. Horan  
Vice President and Assistant Secretary

Dated: \_\_\_\_\_

**LONG BEACH SECURITIES CORPORATION**

By: \_\_\_\_\_  
Anthony J. Horan  
Vice President and Assistant Secretary

Dated: \_\_\_\_\_

**JPMORGAN CHASE BANK N.A.  
J.P. MORGAN ACCEPTANCE CORPORATION I  
J.P. MORGAN SECURITIES LLC  
BOND SECURITIZATION LLC  
BEAR STEARNS & CO., INC.  
BEAR STEARNS ASSET BACKED SECURITIES I LLC  
STRUCTURED ASSET MORTGAGE INVESTMENTS II INC.**

By: \_\_\_\_\_  
Stephen M. Cutler  
General Counsel  
JPMorgan Chase & Co.

Dated: \_\_\_\_\_

**WAMU ASSET ACCEPTANCE CORPORATION**

By:           *Horan*            
Anthony J. Horan  
Vice President and Assistant Secretary

Dated:           19 November 2013          

**WAMU CAPITAL CORPORATION**

By:           *Horan*            
Anthony J. Horan  
Vice President and Assistant Secretary

Dated:           19 November 2013          

**LONG BEACH SECURITIES CORPORATION**

By:           *Horan*            
Anthony J. Horan  
Vice President and Assistant Secretary

Dated:           19 November 2013

## EXHIBIT A

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
02660CAC4	AHM 2007-2	USC
02660CAD2	AHM 2007-2	USC
02660CAE0	AHM 2007-2	USC
026935AD8	AHM 2007-3	WSC
07386HYN6	BALTA 2005-9	MUC
07386HF48	BALTA 2006-2	WSC
07386HF89	BALTA 2006-2	WSC
073871AA3	BALTA 2006-4	SWC
073871AE5	BALTA 2006-4	SWC
073873AA9	BALTA 2006-5	SWC
073868AA9	BALTA 2006-6	SWC
073868AX9	BALTA 2006-6	WSC
073868BG5	BALTA 2006-6	WSC
073875AA4	BALTA 2006-7	SWC
07386XAA4	BALTA 2007-1	MUC
07388AAB0	BSABS 2006-HE4	USC
07388AAC8	BSABS 2006-HE4	USC
07387LAA9	BSABS 2007-SD3	USC
073882AE2	BSARM 2006-4	WSC
07401LAC7	BSMF 2006-AR1	WSC
07401AAC1	BSMF 2006-AR2	WSC
07401AAX5	BSMF 2006-AR2	WSC
07400HAB9	BSMF 2006-AR3	WSC
07400HAD5	BSMF 2006-AR3	WSC
07401JAA6	BSMF 2006-AR4	MUC
07401JAB4	BSMF 2006-AR4	USC
07401NAB5	BSMF 2006-AR5	WSC
07401NAC3	BSMF 2006-AR5	WSC
07401NAP4	BSMF 2006-AR5	WSC
07401NAQ2	BSMF 2006-AR5	WSC
07401NAR0	BSMF 2006-AR5	USC
07401MAB7	BSMF 2007-AR1	WSC
07401MAC5	BSMF 2007-AR1	WSC
07401VAB7	BSMF 2007-AR3	WSC
07401VAC5	BSMF 2007-AR3	WSC
07401VAQ4	BSMF 2007-AR3	WSC
07401VAR2	BSMF 2007-AR3	WSC
07401YAQ8	BSMF 2007-AR4	WSC
07400NAC4	BSMF 2007-AR5	WSC
07400NAE0	BSMF 2007-AR5	WSC
07400NAT7	BSMF 2007-AR5	WSC
07400NAU4	BSMF 2007-AR5	WSC
07401WAA7	BSSLT 2007-1	MUC
07401WAA7	BSSLT 2007-1	SWC
07401WAA7	BSSLT 2007-1	USC
07401WAP4	BSSLT 2007-1	USC
07401WAP4	BSSLT 2007-1	SWC
07401WBA6	BSSLT 2007-1	USC
12479DAE8	CBASS 2006-CB7	USC
16165WAA4	CFLX 2007-2	SWC
16165WAB2	CFLX 2007-2	SWC
16165AAD6	CFLX 2007-3	MUC
16165AAE4	CFLX 2007-3	MUC



## EXHIBIT A

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
16165YAB8	CFLX 2007-M1	MUC
23242GBA1	CWALT 2006-OA16	WSC
361856ER4	GMACM 2006-HE1	MUC
361856ER4	GMACM 2006-HE1	SWC
38012UAC3	GMACM 2006-HE4	USC
38012EAC9	GMACM 2006-HE5	MUC
45254NNB9	IMM 2005-2	MUC
45254NQG5	IMM 2005-6	SWC
45257BAA8	IMSA 2006-4	WSC
45257BAC4	IMSA 2006-4	SWC
45257BAE0	IMSA 2006-4	WSC
45257EAD6	IMSA 2006-5	WSC
452559AD9	IMSA 2007-1	WSC
452570AD6	IMSA 2007-2	MUC
452570AD6	IMSA 2007-2	USC
452570AD6	IMSA 2007-2	WSC
45257VAD8	IMSA 2007-3	SWC
45257VAD8	IMSA 2007-3	USC
43709RAA2	INDS 2006-3	USC
43708DAA4	INDS 2007-1	USC
45661VAC0	INDX 2006-AR12	WSC
45662DAA3	INDX 2006-AR29	USC
45662DAD7	INDX 2006-AR29	USC
45661FAC5	INDYL 2006-L2	SWC
46628GAA7	JPALT 2006-A2	MUC
46628GAA7	JPALT 2006-A2	USC
46628GAD1	JPALT 2006-A2	USC
46628GAE9	JPALT 2006-A2	SWC
46628GAK5	JPALT 2006-A2	WSC
46628UAD0	JPALT 2006-A3	USC
46628UAE8	JPALT 2006-A3	USC
466285AA1	JPALT 2006-A6	USC
466285AC7	JPALT 2006-A6	USC
466285AD5	JPALT 2006-A6	USC
466285AE3	JPALT 2006-A6	USC
466286AA9	JPALT 2006-A7	USC
466286AC5	JPALT 2006-A7	USC
466286AD3	JPALT 2006-A7	USC
466286AE1	JPALT 2006-A7	WSC
466286AE1	JPALT 2006-A7	USC
466287AA7	JPALT 2007-A1	SWC
466287AA7	JPALT 2007-A1	USC
466287AE9	JPALT 2007-A1	MUC
466278AC2	JPALT 2007-A2	MUC
466278AC2	JPALT 2007-A2	USC
466278AE8	JPALT 2007-A2	SWC
466275AA2	JPALT 2007-S1	MUC
466275AA2	JPALT 2007-S1	SWC
466275AB0	JPALT 2007-S1	SWC
46626LGF1	JPMAC 2006-HE1	USC
46629KAE9	JPMAC 2006-WMC3	USC
46630XAD0	JPMAC 2007-CH3	MUC
46630XAE8	JPMAC 2007-CH3	SWC

## EXHIBIT A

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
46630XAF5	JPMAC 2007-CH3	USC
46630CAD6	JPMAC 2007-CH4	SWC
46630CAE4	JPMAC 2007-CH4	USC
46630CAF1	JPMAC 2007-CH4	USC
46631KAD7	JPMAC 2007-CH5	MUC
46630KAU0	JPMAC 2007-HE1	USC
54251YAD0	LBMLT 2006-10	USC
54251YAE8	LBMLT 2006-10	USC
542512AE8	LBMLT 2006-11	USC
54251WAD4	LBMLT 2006-9	USC
54251WAE2	LBMLT 2006-9	USC
55028BAB3	LUM 2006-7	WSC
55028CAA3	LUM 2007-1	WSC
55028CAA3	LUM 2007-1	USC
55028CAB1	LUM 2007-1	WSC
55028CAE5	LUM 2007-1	WSC
65538NAE3	NAA 2007-1	USC
65537UAA6	NAA 2007-3	MUC
65537UAA6	NAA 2007-3	SWC
65537UAB4	NAA 2007-3	MUC
65537KAB6	NHELI 2007-1	WSC
65537KAC4	NHELI 2007-1	WSC
65537KAY6	NHELI 2007-1	USC
71085PDD2	PCHLT 2005-4	SWC
71085PDG5	PCHLT 2005-4	WSC
71085PDH3	PCHLT 2005-4	WSC
78577NAG3	SACO 2006-12	MUC
785778PF2	SACO 2006-2	SWC
785778PG0	SACO 2006-2	MUC
785778RD5	SACO 2006-4	USC
78577PAA1	SACO 2006-7	SWC
785813AA4	SACO 2006-8	SWC
86359LSM2	SAMI 2006-AR2	MUC
86360KAC2	SAMI 2006-AR3	WSC
86360KAW8	SAMI 2006-AR3	SWC
86360QAD7	SAMI 2006-AR4	WSC
86360QAG0	SAMI 2006-AR4	WSC
86360QAL9	SAMI 2006-AR4	WSC
86360QAP0	SAMI 2006-AR4	WSC
86360UAH9	SAMI 2006-AR6	WSC
86361HAR5	SAMI 2006-AR7	WSC
86361WAH4	SAMI 2006-AR8	WSC
86361WAJ0	SAMI 2006-AR8	WSC
86363NAZ2	SAMI 2007-AR3	WSC
784208AD2	SGMS 2006-FRE2	SWC
92925DAF7	WAMU 2006-AR17	WSC
933638AF5	WAMU 2006-AR19	USC
933638AF5	WAMU 2006-AR19	WSC
92926WAB3	WAMU 2007-OA1	USC
92926WAC1	WAMU 2007-OA1	USC
92926WAC1	WAMU 2007-OA1	WSC
933635AA2	WAMU 2007-OA2	USC
933635AD6	WAMU 2007-OA2	WSC

## EXHIBIT A

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
93364CAE8	WAMU 2007-OA4	WSC
93364BAD2	WAMU 2007-OA5	WSC
93364BAE0	WAMU 2007-OA5	WSC
92927BAD4	WAMU 2007-OA6	WSC
92927BAE2	WAMU 2007-OA6	WSC
93934XAC7	WMABS 2006-HE5	USC
93934FMQ2	WMALT 2006-AR2	WSC
93934FQR6	WMALT 2006-AR3	WSC
939345AE4	WMALT 2006-AR4	WSC
939345AF1	WMALT 2006-AR4	WSC
93935AAE2	WMALT 2006-AR5	WSC
93935AAH5	WMALT 2006-AR5	WSC
93935FAE1	WMALT 2006-AR6	WSC
93935DAC0	WMALT 2006-AR7	WSC
93935LAB4	WMALT 2006-AR8	USC
939346AD4	WMALT 2006-AR9	WSC
93936AAB7	WMALT 2007-HY1	SWC
93935NAC8	WMALT 2007-OA1	WSC
93935NAD6	WMALT 2007-OA1	WSC
93936MAC9	WMALT 2007-OA4	WSC
93936MAD7	WMALT 2007-OA4	WSC
93936RAD6	WMALT 2007-OA5	WSC
93936LAB3	WMALT 2007-OC2	SWC
93936LAE7	WMALT 2007-OC2	WSC
92926SAD8	WMHE 2007-HE2	SWC
93364EAD6	WMHE 2007-HE3	SWC
93363XAD5	WMHE 2007-HE4	SWC
93363XAD5	WMHE 2007-HE4	USC
93363XAE3	WMHE 2007-HE4	USC

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
00764MBN6	AABST 2004-2	SWC
00764MDX2	AABST 2004-6	WSC
00764MGE1	AABST 2005-4	SWC
00764MHE0	AABST 2005-5	WSC
00764MHF7	AABST 2005-5	WSC
00105HDC7	AFC 1997-3	CON
00105HDC7	AFC 1997-3	MUC
00105HDE3	AFC 1997-4	CON
00105HDX1	AFC 1999-1	MUC
00105HDY9	AFC 1999-1	MUC
02660TCF8	AHM 2004-4	WSC
02660TDD2	AHM 2005-1	
02660TEV1	AHM 2005-2	SWC
02660TGR8	AHM 2005-4	SWC
02660THY2	AHM 2006-1	MUC
02660CAC4	AHM 2007-2	USC
02660CAD2	AHM 2007-2	USC
02660CAE0	AHM 2007-2	USC
026935AD8	AHM 2007-3	WSC
03215PFG9	AMRES 1998-3	WSC
03072SPH2	AMSI 2004-R2	MUC
03072SPJ8	AMSI 2004-R2	MUC
03072SRF4	AMSI 2004-R4	WSC
03072STT2	AMSI 2004-R7	WSC
030616AG1	APART 2007-2M	USC
040104BX8	ARSI 2003-W5	USC
040104DA6	ARSI 2003-W7	USC
040104FA4	ARSI 2004-W1	WSC
040104LA7	ARSI 2004-W9	WSC
040104LB5	ARSI 2004-W9	WSC
040104PC9	ARSI 2005-W3	WSC
040104PD7	ARSI 2005-W3	CON
040104PD7	ARSI 2005-W3	WSC
040104PE5	ARSI 2005-W3	CON
040104RW3	ARSI 2006-W2	USC
040104SR3	ARSI 2006-W3	MUC
07386HMP3	BALTA 2004-11	MUC
07386HMP3	BALTA 2004-11	SWC
07386HGH8	BALTA 2004-3	WSC
07386HQG9	BALTA 2005-1	MUC
07386HRC7	BALTA 2005-2	SWC
07386HRU7	BALTA 2005-3	CON
07386HTD3	BALTA 2005-4	SWC
07386HVG3	BALTA 2005-7	SWC
07386HVH1	BALTA 2005-7	WSC
07386HVK4	BALTA 2005-7	SWC
07386HXN6	BALTA 2005-9	MUC
07386HF48	BALTA 2006-2	WSC
07386HF89	BALTA 2006-2	WSC
073871AA3	BALTA 2006-4	SWC
073871AE5	BALTA 2006-4	SWC
073873AA9	BALTA 2006-5	SWC
073868AA9	BALTA 2006-6	SWC

## EXHIBIT B

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
073868AX9	BALTA 2006-6	WSC
073868BG5	BALTA 2006-6	WSC
073875AA4	BALTA 2006-7	SWC
07386XAA4	BALTA 2007-1	MUC
07325DAK0	BAYV 2006-C	WSC
07325HAK1	BAYV 2006-D	WSC
06050HC63	BOAMS 2003-B	WSC
06050HD88	BOAMS 2003-B	SWC
05948XVC2	BOAMS 2003-I	WSC
05948X2Y6	BOAMS 2004-B	MUC
05948X3C3	BOAMS 2004-B	SWC
05949ADA5	BOAMS 2004-D	CON
05949ADG2	BOAMS 2004-D	WSC
05949ARD4	BOAMS 2004-H	SWC
05949ART9	BOAMS 2004-I	SWC
05949AZE3	BOAMS 2004-L	CON
05949AH52	BOAMS 2005-A	MUC
05949A4P2	BOAMS 2005-D	SWC
05949CCA2	BOAMS 2005-F	SWC
05949CCB0	BOAMS 2005-F	SWC
05949CFY7	BOAMS 2005-H	USC
05949CGC4	BOAMS 2005-H	SWC
05949CHW9	BOAMS 2005-I	SWC
07384YEQ5	BSABS 2002-2	USC
07384YHA7	BSABS 2003-1	USC
07384YKF2	BSABS 2003-AC4	CON
073879DE5	BSABS 2004-FR1	WSC
07384YPX8	BSABS 2004-HE1	WSC
073879NY0	BSABS 2004-HE11	WSC
07384YQY5	BSABS 2004-HE2	WSC
073879AZ1	BSABS 2004-HE4	WSC
073879CC0	BSABS 2004-HE5	WSC
073879UN6	BSABS 2005-AQ1	CON
0738795A2	BSABS 2005-EC1	MUC
0738795B0	BSABS 2005-EC1	USC
073879PR3	BSABS 2005-HE1	CON
0738793L0	BSABS 2005-HE11	SWC
073877AK8	BSABS 2005-SD1	WSC
07387UAB7	BSABS 2006-EC1	SWC
07388AAB0	BSABS 2006-HE4	USC
07388AAC8	BSABS 2006-HE4	USC
07387UAV3	BSABS 2006-PC1	SWC
07387LAA9	BSABS 2007-SD3	USC
07384MF98	BSARM 2004-1	WSC
07384MJ37	BSARM 2004-1	WSC
07384MJ60	BSARM 2004-1	WSC
07384M6H0	BSARM 2004-12	SWC
07384M6H0	BSARM 2004-12	WSC
07387AES0	BSARM 2005-10	USC
07387AEG6	BSARM 2005-9	SWC
07387AEG6	BSARM 2005-9	USC
07387AGZ2	BSARM 2006-1	USC
07387AHC2	BSARM 2006-1	WSC

## EXHIBIT B

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
073882AE2	BSARM 2006-4	WSC
07401LAC7	BSMF 2006-AR1	WSC
07401AAC1	BSMF 2006-AR2	WSC
07401AAX5	BSMF 2006-AR2	WSC
07400HAB9	BSMF 2006-AR3	WSC
07400HAD5	BSMF 2006-AR3	WSC
07401JAA6	BSMF 2006-AR4	MUC
07401JAB4	BSMF 2006-AR4	USC
07401NAB5	BSMF 2006-AR5	WSC
07401NAC3	BSMF 2006-AR5	WSC
07401NAP4	BSMF 2006-AR5	WSC
07401NAQ2	BSMF 2006-AR5	WSC
07401NAR0	BSMF 2006-AR5	USC
07401MAB7	BSMF 2007-AR1	WSC
07401MAC5	BSMF 2007-AR1	WSC
07401VAB7	BSMF 2007-AR3	WSC
07401VAC5	BSMF 2007-AR3	WSC
07401VAQ4	BSMF 2007-AR3	WSC
07401VAR2	BSMF 2007-AR3	WSC
07401YAQ8	BSMF 2007-AR4	WSC
07400NAC4	BSMF 2007-AR5	WSC
07400NAE0	BSMF 2007-AR5	WSC
07400NAT7	BSMF 2007-AR5	WSC
07400NAU4	BSMF 2007-AR5	WSC
07401WAA7	BSSLT 2007-1	SWC
07401WAA7	BSSLT 2007-1	MUC
07401WAA7	BSSLT 2007-1	USC
07401WAP4	BSSLT 2007-1	SWC
07401WAP4	BSSLT 2007-1	USC
07401WBA6	BSSLT 2007-1	USC
07401UAU7	BSSLT 2007-SV1A	MUC
144531EF3	CARR 2005-FRE1	WSC
144531EG1	CARR 2005-FRE1	WSC
144531CX6	CARR 2005-NC3	WSC
144531FL9	CARR 2006-OPT1	SWC
12479DAE8	CBASS 2006-CB7	USC
1248MGAX2	CBASS 2007-CB1	MUC
1248MPAA2	CBASS 2007-MX1	MUC
12506YAF6	CDCMC 2002-HE1	CON
12506YAF6	CDCMC 2002-HE1	WSC
161551FJ0	CFAB 2001-4	
161546CP9	CFAB 2002-1	
161551FX9	CFAB 2002-2	MUC
161546DB9	CFAB 2002-3	SWC
161546DB9	CFAB 2002-3	WSC
161546DC7	CFAB 2002-3	WSC
161546DR4	CFAB 2002-4	USC
161546EF9	CFAB 2003-1	WSC
161546EW2	CFAB 2003-2	WSC
161546FM3	CFAB 2003-3	SWC
161546JS6	CFAB 2004-2	SWC
16165WAA4	CFLX 2007-2	SWC
16165WAA4	CFLX 2007-2	USC

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
16165WAB2	CFLX 2007-2	SWC
16165AAD6	CFLX 2007-3	MUC
16165AAE4	CFLX 2007-3	MUC
16165YAB8	CFLX 2007-M1	MUC
16165YAQ5	CFLX 2007-M1	
16162WPV5	CHASE 2005-A2	CON
161630AM0	CHASE 2007-A1	CON
161630BH0	CHASE 2007-A1	CON
161630BJ6	CHASE 2007-A1	
16163LAM4	CHASE 2007-A2	CON
21075WDS1	CONHE 1996-4	WSC
21075WHA6	CONHE 1998-1	
23242GBA1	CWALT 2006-OA16	WSC
12669ECD6	CWHL 2003-21	WSC
12669FN82	CWHL 2004-12	CON
12669GKG5	CWHL 2004-25	WSC
12669FXJ7	CWHL 2004-7	WSC
12669GPP0	CWHL 2005-2	WSC
12669GPS4	CWHL 2005-2	WSC
12669GPU9	CWHL 2005-2	WSC
126671NA0	CWL 2001-BC3	WSC
126671PE0	CWL 2002-1	WSC
126671SJ6	CWL 2002-4	WSC
126671SL1	CWL 2002-4	WSC
126671NS1	CWL 2002-BC1	WSC
126671PY6	CWL 2002-BC2	CON
126671PY6	CWL 2002-BC2	WSC
126671YZ3	CWL 2003-2	WSC
126671K70	CWL 2003-BC5	CON
126673NT5	CWL 2004-12	USC
1266713Y0	CWL 2004-2	MUC
126670LM8	CWL 2005-14	SWC
126670KM9	CWL 2005-AB4	SWC
126670UT3	CWL 2006-2	SWC
126685CZ7	CWL 2006-S1	MUC
126683AA9	CWL 2006-S5	
126684AA7	CWL 2006-S6	
29256PAY0	ECR 2005-4	CON
29256PAZ7	ECR 2005-4	CON
29445FAV0	EMLT 2004-1	WSC
32027NJV4	FFML 2004-FF5	MUC
32027NJV4	FFML 2004-FF5	WSC
32027NJV2	FFML 2004-FF5	WSC
32027NHV0	FFML 2004-FFH2	WSC
32027NHZ7	FFML 2004-FFH2	WSC
32027NLR0	FFML 2004-FFH3	WSC
32027NLS8	FFML 2004-FFH3	WSC
32027NRB9	FFML 2005-FF4	WSC
35729PCZ1	FHLT 2004-1	WSC
35729PDA5	FHLT 2004-1	WSC
35729PET3	FHLT 2004-C	USC
35729PGC8	FHLT 2004-D	WSC
35729PGD6	FHLT 2004-D	WSC

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
35729PGE4	FHLT 2004-D	WSC
35729PME7	FHLT 2005-D	USC
31659TEJ0	FMIC 2005-3	WSC
31659TEK7	FMIC 2005-3	WSC
31392A5E4	FNGT 2001-T13	USC
31392DUM2	FNGT 2002-T10	USC
31392CXY5	FNGT 2002-T5	USC
31392DQH8	FNGT 2002-T7	USC
31392JAT6	FNGT 2003-T2	USC
31358FJY6	FNR 1990-134	WSC
31358GUJ4	FNR 1991-46	WSC
31358LV94	FNR 1992-30	WSC
31358ME83	FNR 1992-66	WSC
31359SP53	FNR 2001-18	SWC
31395NDJ3	FNR 2006-45	CON
31359S2J8	FNW 2001-W1	USC
31392EW63	FNW 2002-W11	USC
31392GSR7	FNW 2002-W12	USC
31393T4M5	FNW 2003-W16	USC
33848HAA7	FSTAR 2006-2A	MUC
33848JAB1	FSTAR 2007-1A	
361856AP2	GMACM 2000-HE2	USC
36185NF39	GMACM 2003-AR2	USC
361856CV7	GMACM 2004-HE1	MUC
361856DP9	GMACM 2004-HE4	MUC
36185MBM3	GMACM 2005-AR6	SWC
36185MBN1	GMACM 2005-AR6	SWC
361856EC7	GMACM 2005-HE1	USC
361856EH6	GMACM 2005-HE3	SWC
361856ER4	GMACM 2006-HE1	SWC
361856ER4	GMACM 2006-HE1	USC
361856ER4	GMACM 2006-HE1	MUC
38011AAD6	GMACM 2006-HE2	USC
38012TAB8	GMACM 2006-HE3	USC
38012TAD4	GMACM 2006-HE3	USC
38012TAE2	GMACM 2006-HE3	USC
38012UAB5	GMACM 2006-HE4	SWC
38012UAC3	GMACM 2006-HE4	USC
38012EAA3	GMACM 2006-HE5	USC
38012EAC9	GMACM 2006-HE5	SWC
38012EAC9	GMACM 2006-HE5	MUC
38012EAC9	GMACM 2006-HE5	USC
36185MEB4	GMACM 2006-J1	SWC
36186KAC9	GMACM 2007-HE1	USC
36186KAD7	GMACM 2007-HE1	USC
36186KAE5	GMACM 2007-HE1	USC
36186LAA1	GMACM 2007-HE2	SWC
36186LAD5	GMACM 2007-HE2	USC
39538RBX6	GPMF 2005-AR3	WSC
40430XAF0	HFCHC 2006-3	USC
40430XAG8	HFCHC 2006-3	USC
40430VAD9	HFCHC 2006-4	USC
40430VAF4	HFCHC 2006-4	USC



EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
40431FAA9	HFCHC 2007-1	USC
40431FAB7	HFCHC 2007-1	USC
40431FAD3	HFCHC 2007-1	USC
40431FAH4	HFCHC 2007-1	USC
40431FAJ0	HFCHC 2007-1	USC
40431MAA4	HFCHC 2007-2	USC
40431MAC0	HFCHC 2007-2	
40431MAE6	HFCHC 2007-2	USC
40431MAG1	HFCHC 2007-2	USC
43739EAB3	HMBT 2004-1	WSC
43739EAQ0	HMBT 2005-1	MUC
43739EAZ0	HMBT 2005-2	SWC
43739EBK2	HMBT 2005-3	WSC
43739HAB6	HMBT 2006-2	WSC
41161PJH7	HVMLT 2004-10	WSC
41161PKB8	HVMLT 2004-11	WSC
41161PKC6	HVMLT 2004-11	WSC
41161PKD4	HVMLT 2004-11	MUC
41161PKG7	HVMLT 2004-11	WSC
41161PDL4	HVMLT 2004-2	USC
41161PDW0	HVMLT 2004-4	SWC
41161PEM1	HVMLT 2004-4	WSC
41161PGG2	HVMLT 2004-7	USC
41161PGH0	HVMLT 2004-7	SWC
41161PGK3	HVMLT 2004-7	SWC
41161PGR8	HVMLT 2004-7	USC
41161PGZ0	HVMLT 2004-8	USC
41161PHA4	HVMLT 2004-8	WSC
41161PHA4	HVMLT 2004-8	USC
41161PHC0	HVMLT 2004-8	MUC
41161PLE1	HVMLT 2005-1	WSC
41161PLF8	HVMLT 2005-1	WSC
41161PLS0	HVMLT 2005-2	WSC
41161PLT8	HVMLT 2005-2	USC
41161PLU5	HVMLT 2005-2	WSC
41161PSL8	HVMLT 2005-9	WSC
45254NFL6	IMM 2003-9F	SWC
45254NLK1	IMM 2004-10	SWC
45254NLK1	IMM 2004-10	WSC
45254NLL9	IMM 2004-10	SWC
45254NLL9	IMM 2004-10	USC
45254NMD6	IMM 2004-11	SWC
45254NHS9	IMM 2004-4	SWC
45254NHV2	IMM 2004-4	WSC
45254NHW0	IMM 2004-4	WSC
45254NKD8	IMM 2004-6	WSC
45254NKE6	IMM 2004-6	WSC
45254NKF3	IMM 2004-7	SWC
45254NKF3	IMM 2004-7	WSC
45254NKQ9	IMM 2004-8	SWC
45254NKX4	IMM 2004-9	WSC
45254NMM6	IMM 2005-1	SWC
45254NMY0	IMM 2005-2	MUC

## EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
45254NMZ7	IMM 2005-2	MUC
45254NNB9	IMM 2005-2	MUC
45254NQG5	IMM 2005-6	SWC
45254NRG4	IMM 2005-8	SWC
45254TSM7	IMSA 2005-2	MUC
45254TTF1	IMSA 2005-2	USC
45254TTL8	IMSA 2006-1	MUC
45257BAA8	IMSA 2006-4	WSC
45257BAC4	IMSA 2006-4	SWC
45257BAE0	IMSA 2006-4	WSC
45257EAD6	IMSA 2006-5	WSC
452559AB3	IMSA 2007-1	SWC
452559AD9	IMSA 2007-1	WSC
452570AD6	IMSA 2007-2	MUC
452570AD6	IMSA 2007-2	USC
452570AD6	IMSA 2007-2	WSC
45257VAD8	IMSA 2007-3	SWC
45257VAD8	IMSA 2007-3	USC
456606GK2	INABS 2004-LH1	SWC
45660JAD6	INABS 2006-H4	SWC
43709RAA2	INDS 2006-3	SWC
43709RAA2	INDS 2006-3	MUC
43709RAA2	INDS 2006-3	USC
43708DAA4	INDS 2007-1	MUC
43708DAA4	INDS 2007-1	USC
45661VAC0	INDX 2006-AR12	WSC
45662DAA3	INDX 2006-AR29	USC
45662DAD7	INDX 2006-AR29	USC
456606HF2	INDYL 2005-L1	MUC
456606JY9	INDYL 2005-L3	USC
456606JY9	INDYL 2005-L3	MUC
45661FAC5	INDYL 2006-L2	SWC
464187AR4	IRWHE 2003-B	SWC
464187AR4	IRWHE 2003-B	WSC
46627MCS4	JPALT 2006-A1	USC
46627MCZ8	JPALT 2006-A1	WSC
46628GAA7	JPALT 2006-A2	MUC
46628GAA7	JPALT 2006-A2	USC
46628GAC3	JPALT 2006-A2	USC
46628GAD1	JPALT 2006-A2	USC
46628GAE9	JPALT 2006-A2	SWC
46628GAK5	JPALT 2006-A2	WSC
46628GAM1	JPALT 2006-A2	WSC
46628UAD0	JPALT 2006-A3	MUC
46628UAD0	JPALT 2006-A3	USC
46628UAE8	JPALT 2006-A3	USC
466285AA1	JPALT 2006-A6	USC
466285AC7	JPALT 2006-A6	USC
466285AD5	JPALT 2006-A6	USC
466285AE3	JPALT 2006-A6	USC
466286AA9	JPALT 2006-A7	USC
466286AC5	JPALT 2006-A7	USC
466286AD3	JPALT 2006-A7	USC

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
466286AE1	JPALT 2006-A7	WSC
466286AE1	JPALT 2006-A7	USC
466302AD8	JPALT 2006-S4	USC
466302AF3	JPALT 2006-S4	USC
466287AA7	JPALT 2007-A1	SWC
466287AA7	JPALT 2007-A1	USC
466287AE9	JPALT 2007-A1	MUC
466278AC2	JPALT 2007-A2	MUC
466278AC2	JPALT 2007-A2	USC
466278AE8	JPALT 2007-A2	SWC
466275AA2	JPALT 2007-S1	SWC
466275AA2	JPALT 2007-S1	USC
466275AA2	JPALT 2007-S1	MUC
466275AB0	JPALT 2007-S1	SWC
46626LCC2	JPMAC 2005-FRE1	USC
46626LEJ5	JPMAC 2005-OPT2	MUC
46626LEJ5	JPMAC 2005-OPT2	USC
46626LBG4	JPMAC 2005-WMC1	USC
46629QAX4	JPMAC 2006-CH2	USC
46626LGZ7	JPMAC 2006-FRE2	SWC
46626LGF1	JPMAC 2006-HE1	USC
46629NAF0	JPMAC 2006-RM1	USC
46626LHT0	JPMAC 2006-WMC1	SWC
46629KAE9	JPMAC 2006-WMC3	USC
46630BAF3	JPMAC 2006-WMC4	USC
46630BAG1	JPMAC 2006-WMC4	
46630XAD0	JPMAC 2007-CH3	MUC
46630XAE8	JPMAC 2007-CH3	SWC
46630XAF5	JPMAC 2007-CH3	USC
46630CAD6	JPMAC 2007-CH4	SWC
46630CAD6	JPMAC 2007-CH4	USC
46630CAE4	JPMAC 2007-CH4	USC
46630CAF1	JPMAC 2007-CH4	USC
46631KAD7	JPMAC 2007-CH5	MUC
46630KAU0	JPMAC 2007-HE1	USC
466247CL5	JPMMT 2004-A2	CON
466247NM1	JPMMT 2005-A2	CON
466247YH0	JPMMT 2005-A8	SWC
466247YV9	JPMMT 2005-A8	SWC
466247H89	JPMMT 2006-A2	USC
46628KAC4	JPMMT 2006-A3	CON
46628KAF7	JPMMT 2006-A3	MUC
46628KAH3	JPMMT 2006-A3	CON
46628KAV2	JPMMT 2006-A3	USC
46628LAE8	JPMMT 2006-A4	CON
46629CAS6	JPMMT 2006-A5	CON
46628BAG5	JPMMT 2006-A6	MUC
46630GAB1	JPMMT 2007-A1	CON
46630GAU9	JPMMT 2007-A1	CON
46630GBC8	JPMMT 2007-A1	CON
46630GBC8	JPMMT 2007-A1	USC
46630GBD6	JPMMT 2007-A1	MUC
46630PAE5	JPMMT 2007-A2	CON

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
46630PAP0	JPMMT 2007-A2	MUC
46630UAB0	JPMMT 2007-A3	CON
46626LKF6	JPNIM 2006-ARN1	USC
929306AA6	LBAHC 2006-10 N1	USC
92933KAA2	LBAHC 2006-11	USC
542393AA1	LBAHC 2006-2	USC
92931FAA5	LBAHC 2006-4	USC
92929AAA0	LBAHC 2006-5	USC
542514EH3	LBMLT 2003-4	WSC
542514EV2	LBMLT 2004-1	WSC
542514FX7	LBMLT 2004-2	WSC
542514HB3	LBMLT 2004-5	MUC
542514JM7	LBMLT 2004-6	WSC
542514JZ8	LBMLT 2005-1	MUC
542514JZ8	LBMLT 2005-1	WSC
542514KA1	LBMLT 2005-1	WSC
542514KB9	LBMLT 2005-1	WSC
542514RL0	LBMLT 2006-1	SWC
542514RL0	LBMLT 2006-1	MUC
54251YAD0	LBMLT 2006-10	USC
54251YAE8	LBMLT 2006-10	USC
542512AE8	LBMLT 2006-11	USC
542514TT1	LBMLT 2006-2	MUC
54251RAD5	LBMLT 2006-6	SWC
54251TAD1	LBMLT 2006-7	SWC
54251UAD8	LBMLT 2006-8	SWC
54251WAD4	LBMLT 2006-9	USC
54251WAE2	LBMLT 2006-9	USC
550279AA1	LUM 2005-1	SWC
550279BC6	LUM 2006-2	USC
55028BAB3	LUM 2006-7	WSC
55028CAA3	LUM 2007-1	WSC
55028CAA3	LUM 2007-1	USC
55028CAB1	LUM 2007-1	WSC
55028CAE5	LUM 2007-1	WSC
55660AAA0	MAMHC 2002-A	USC
61913PAA0	MHL 2004-1	SWC
61913PAZ5	MHL 2005-4	SWC
61913PBB7	MHL 2005-4	USC
61913PBC5	MHL 2005-4	USC
61915RAU0	MHL 2005-5	SWC
61915RAV8	MHL 2005-5	USC
589929F94	MLCC 2003-A	SWC
589929F94	MLCC 2003-A	MUC
589929F94	MLCC 2003-A	WSC
589929G28	MLCC 2003-A	MUC
589929G28	MLCC 2003-A	SWC
589929G36	MLCC 2003-A	SWC
589929G36	MLCC 2003-A	WSC
589929S41	MLCC 2003-C	WSC
59020UPA7	MLCC 2004-G	SWC
59020UTB1	MLCC 2005-A	SWC
59020UTC9	MLCC 2005-A	SWC

## EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
59020UWU5	MLCC 2005-B	SWC
59020UWU5	MLCC 2005-B	MUC
59020UWV3	MLCC 2005-B	SWC
59020ULQ6	MLMI 2004-A4	USC
59001FBF7	MMLT 2004-2	WSC
585525FC7	MRFC 2001-TBC1	SWC
585525FC7	MRFC 2001-TBC1	WSC
61744CXL5	MSAC 2006-WMC1	MUC
61744CYN0	MSHEL 2006-2	MUC
61755FAB1	MSST 2007-1	SWC
65538NAE3	NAA 2007-1	USC
65537UAA6	NAA 2007-3	SWC
65537UAA6	NAA 2007-3	MUC
65537UAB4	NAA 2007-3	MUC
64352VFX4	NCHET 2004-2	WSC
64352VGA3	NCHET 2004-2	WSC
64352VGB1	NCHET 2004-2	USC
64352VGB1	NCHET 2004-2	WSC
65537KAB6	NHELI 2007-1	MUC
65537KAB6	NHELI 2007-1	WSC
65537KAY6	NHELI 2007-1	USC
65537KAC4	NHELI 2007-1	WSC
68389FDG6	OOMLT 2003-2	MUC
68389FDG6	OOMLT 2003-2	WSC
68389FDU5	OOMLT 2003-4	USC
68389FHA5	OOMLT 2005-2	WSC
68389FJW5	OOMLT 2005-5	SWC
68389FKP8	OOMLT 2006-1	SWC
68388BAA2	OPCTS 1995-2	USC
68388BAA2	OPCTS 1995-2	SWC
68383NCC5	OPMAC 2005-4	SWC
71085PDD2	PCHLT 2005-4	SWC
71085PDG5	PCHLT 2005-4	WSC
71085PDH3	PCHLT 2005-4	CON
71085PDH3	PCHLT 2005-4	WSC
71085PDJ9	PCHLT 2005-4	CON
70069FCX3	PPSI 2004-MHQ1	CON
70069FBR7	PPSI 2004-WHQ1	CON
70069FBR7	PPSI 2004-WHQ1	USC
70069FDK0	PPSI 2004-WWF1	WSC
70069FDL8	PPSI 2004-WWF1	CON
70069FFJ1	PPSI 2005-WCH1	CON
76110HCV9	RALI 2003-QS10	CON
76110HRL5	RALI 2004-QA1	USC
761118GU6	RALI 2005-QS13	USC
760985FC0	RAMP 2001-RS3	SWC
760985UC3	RAMP 2003-RS3	MUC
760985UC3	RAMP 2003-RS3	WSC
760985ZG9	RAMP 2003-RS8	MUC
760985B34	RAMP 2003-RS9	USC
760985RQ6	RAMP 2003-RZ1	USC
7609857K1	RAMP 2004-RS7	USC
76112BJ92	RAMP 2005-EFC6	USC

EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
76112BL81	RAMP 2005-RS9	USC
75156TAC4	RAMP 2006-NC2	USC
76110WLD6	RASC 2001-KS1	SWC
76110WLD6	RASC 2001-KS1	WSC
76110WLR5	RASC 2001-KS2	WSC
76110WME3	RASC 2001-KS3	WSC
76110WMZ6	RASC 2002-KS1	WSC
76110WPG5	RASC 2002-KS4	WSC
76110WPG5	RASC 2002-KS4	MUC
76110WPG5	RASC 2002-KS4	SWC
76110WQR0	RASC 2003-KS2	USC
76110WWP7	RASC 2004-KS2	CON
76110WYM2	RASC 2004-KS5	MUC
75405WAE2	RASC 2005-KS10	MUC
76110W2Z8	RASC 2005-KS7	CON
76110W3A2	RASC 2005-KS7	CON
76110W3B0	RASC 2005-KS7	CON
45660NMJ1	RAST 2003-A1	WSC
760106AX2	RCFC 2007-1A	USC
76110VMY1	RFMS2 2003-HS2	SWC
76111XTE3	RFMSI 2005-SA1	CON
785778NG2	SACO 2005-10	USC
785778MM0	SACO 2005-9	USC
785778QA2	SACO 2006-1	MUC
78577NAG3	SACO 2006-12	MUC
785778PF2	SACO 2006-2	SWC
785778PG0	SACO 2006-2	MUC
785778RD5	SACO 2006-4	USC
78577PAA1	SACO 2006-7	SWC
785813AA4	SACO 2006-8	SWC
86358EHR0	SAIL 2004-4	MUC
86358EHR0	SAIL 2004-4	WSC
86358EHT6	SAIL 2004-4	USC
86358HQR3	SAMI 2002-AR4	SWC
86358HRV3	SAMI 2003-AR1	MUC
86358HTY5	SAMI 2003-AR2	SWC
86358HTY5	SAMI 2003-AR2	MUC
86359LBX6	SAMI 2004-AR3	SWC
86359LJB6	SAMI 2005-AR2	WSC
86359LRZ4	SAMI 2005-AR8	WSC
86359LTF6	SAMI 2006-AR1	WSC
86359LSM2	SAMI 2006-AR2	MUC
86360KAC2	SAMI 2006-AR3	WSC
86360KAW8	SAMI 2006-AR3	SWC
86360QAD7	SAMI 2006-AR4	WSC
86360QAG0	SAMI 2006-AR4	WSC
86360QAL9	SAMI 2006-AR4	WSC
86360QAP0	SAMI 2006-AR4	WSC
86360UAH9	SAMI 2006-AR6	WSC
86361HAR5	SAMI 2006-AR7	WSC
86361WAH4	SAMI 2006-AR8	WSC
86361WAJ0	SAMI 2006-AR8	WSC
86363NAY5	SAMI 2007-AR3	WSC

## EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
86363NAZ2	SAMI 2007-AR3	WSC
805564KW0	SAST 2002-1	USC
805564LY5	SAST 2002-2	USC
805564MK4	SAST 2002-3	USC
805564QU8	SAST 2004-3	WSC
805564RG8	SAST 2004-3	WSC
805564RN3	SAST 2005-1	CON
80585DAA4	SBIHE 2005-HE1	USC
81743PAA4	SEMT 2003-1	SWC
81743PAA4	SEMT 2003-1	WSC
81743PAA4	SEMT 2003-1	MUC
81879MAB5	SGMS 2005-OPT1	SWC
784208AD2	SGMS 2006-FRE2	SWC
784205AA4	SGMSN 2006-FRE2	USC
835874AA6	SORIN 2007-6A	WSC
83611MLY2	SVHE 2006-OPT1	MUC
83611MLY2	SVHE 2006-OPT1	SWC
60935BEN5	TMSHE 1998-C	
885220DC4	TMST 2003-2	MUC
885220DC4	TMST 2003-2	WSC
885220DW0	TMST 2003-4	SWC
885220DW0	TMST 2003-4	MUC
885220EA7	TMST 2003-4	WSC
885220EV1	TMST 2004-1	WSC
885220FS7	TMST 2004-3 A	SWC
885220GF4	TMST 2004-4	WSC
88522AAA9	TMST 2006-4	USC
88522AAB7	TMST 2006-4	SWC
88522AAB7	TMST 2006-4	USC
88522AAC5	TMST 2006-4	SWC
88522AAC5	TMST 2006-4	USC
88522AAD3	TMST 2006-4	SWC
88522AAD3	TMST 2006-4	USC
88522RAB0	TMST 2006-5	MUC
88522RAB0	TMST 2006-5	USC
88522NAA1	TMST 2006-6	USC
88522NAB9	TMST 2006-6	SWC
88522EAD5	TMST 2007-1	MUC
88522EAE3	TMST 2007-1	USC
88522EAF0	TMST 2007-1	MUC
88522WAB9	TMST 2007-2	USC
88522WAC7	TMST 2007-2	SWC
88522WAD5	TMST 2007-2	USC
88522WAE3	TMST 2007-2	USC
88522XAC5	TMST 2007-3	MUC
88522XAE1	TMST 2007-3	MUC
88522XAG6	TMST 2007-3	MUC
929227ZC3	WAMU 2002-AR18	WSC
92922FEB0	WAMU 2003-AR10	USC
9292274D5	WAMU 2003-AR6	MUC
93934EAC9	WAMU 2003-R1	
92922FZV3	WAMU 2004-AR12	MUC
92922FZV3	WAMU 2004-AR12	WSC

## EXHIBIT B

<b>CUSIP</b>	<b>ISSUING ENTITY</b>	<b>PURCHASER</b>
92922FB72	WAMU 2004-AR13	MUC
92922FSL3	WAMU 2004-AR6	USC
939336X40	WAMU 2005-AR1	MUC
939336X40	WAMU 2005-AR1	USC
939336X57	WAMU 2005-AR1	WSC
939336X99	WAMU 2005-AR1	WSC
92922FW46	WAMU 2005-AR10	USC
92922F3F3	WAMU 2005-AR12	CON
92922F4M7	WAMU 2005-AR13	USC
92922F4B1	WAMU 2005-AR14	SWC
92922F6W3	WAMU 2005-AR16	USC
92922F8K7	WAMU 2005-AR18	USC
92922FD39	WAMU 2005-AR2	WSC
92922FD70	WAMU 2005-AR2	WSC
939336Z30	WAMU 2005-AR3	USC
939336Z55	WAMU 2005-AR3	SWC
92922FG77	WAMU 2005-AR4	USC
92922FQ43	WAMU 2005-AR7	USC
93363TAF9	WAMU 2006-AR11	WSC
93363TAK8	WAMU 2006-AR11	WSC
93363NAE5	WAMU 2006-AR12	WSC
93363RAE6	WAMU 2006-AR13	WSC
93363PAA8	WAMU 2006-AR14	WSC
93363PAB6	WAMU 2006-AR14	USC
93363PAF7	WAMU 2006-AR14	WSC
93363PAG5	WAMU 2006-AR14	WSC
93363QAE8	WAMU 2006-AR15	WSC
92925GAB9	WAMU 2006-AR16	WSC
92925DAF7	WAMU 2006-AR17	WSC
933638AF5	WAMU 2006-AR19	USC
933638AF5	WAMU 2006-AR19	WSC
92925CDR0	WAMU 2006-AR2	WSC
92925CDC3	WAMU 2006-AR3	USC
93363CAH2	WAMU 2006-AR7	WSC
93363DAG2	WAMU 2006-AR9	WSC
92926WAB3	WAMU 2007-OA1	USC
92926WAC1	WAMU 2007-OA1	USC
92926WAC1	WAMU 2007-OA1	WSC
933635AA2	WAMU 2007-OA2	USC
933635AD6	WAMU 2007-OA2	WSC
93364CAE8	WAMU 2007-OA4	WSC
93364BAA8	WAMU 2007-OA5	USC
93364BAD2	WAMU 2007-OA5	WSC
93364BAE0	WAMU 2007-OA5	WSC
92927BAD4	WAMU 2007-OA6	WSC
92927BAE2	WAMU 2007-OA6	WSC
929759AA6	WASI 2002-HE1	
92975PAA0	WASI 2002-HE2	
92975QAA8	WASI 2003-HE1	
92976YAA0	WASI 2007-HE1	SWC
92978LAA6	WASI 2007-HE2A	SWC
94980AAD6	WFMB5 2004-C	SWC
94982BAF7	WFMB5 2005-AR8	SWC



EXHIBIT B

CUSIP	ISSUING ENTITY	PURCHASER
94982BAK6	WFMBS 2005-AR8	CON
94983TAF7	WFMBS 2006-AR6	SWC
93934XAC7	WMABS 2006-HE5	USC
93934FHD7	WMALT 2005-AR1	WSC
93934FHE5	WMALT 2005-AR1	WSC
93934NAZ8	WMALT 2006-5	USC
93935YAB6	WMALT 2006-AR10	SWC
93934FMQ2	WMALT 2006-AR2	WSC
93934FQR6	WMALT 2006-AR3	WSC
939345AE4	WMALT 2006-AR4	WSC
939345AF1	WMALT 2006-AR4	WSC
93935AAE2	WMALT 2006-AR5	WSC
93935AAH5	WMALT 2006-AR5	WSC
93935FAE1	WMALT 2006-AR6	WSC
93935DAC0	WMALT 2006-AR7	WSC
93935LAB4	WMALT 2006-AR8	USC
939346AD4	WMALT 2006-AR9	WSC
93936AAB7	WMALT 2007-HY1	SWC
93935NAC8	WMALT 2007-OA1	WSC
93935NAD6	WMALT 2007-OA1	WSC
93936MAC9	WMALT 2007-OA4	WSC
93936MAD7	WMALT 2007-OA4	WSC
93936RAD6	WMALT 2007-OA5	WSC
93936LAB3	WMALT 2007-OC2	SWC
93936LAE7	WMALT 2007-OC2	WSC
933631AD5	WMHE 2007-HE1	SWC
92926SAC0	WMHE 2007-HE2	MUC
92926SAD8	WMHE 2007-HE2	SWC
93364EAD6	WMHE 2007-HE3	SWC
93363XAD5	WMHE 2007-HE4	SWC
93363XAD5	WMHE 2007-HE4	USC
93363XAE3	WMHE 2007-HE4	USC

# Exhibit C1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD, as  
Liquidating Agent of Southwest  
Corporate Federal Credit Union, and Members  
United Corporate Federal Credit Union,

Case No. 13-cv-6707-DLC

Plaintiffs,

v.

BEAR, STEARNS & CO., INC. n/k/a J.P.  
MORGAN CHASE SECURITIES, LLC,  
J.P. MORGAN SECURITIES LLC,  
J.P. MORGAN ACCEPTANCE CORP. I,

Defendants.

**NOTICE AND STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE**

WHEREAS the National Credit Union Administration Board as Liquidating Agent of Southwest Corporate Federal Credit Union and Members United Corporate Federal Credit Union and Defendants Bear, Stearns & Co., Inc. n/k/a J.P. Morgan Chase Securities LLC, J.P. Morgan Securities, LLC, and J.P. Morgan Acceptance Corp. I have reached a settlement disposing of all claims asserted in the above-captioned action (the “Action”);

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i)-(ii), this Action shall be, and hereby is, dismissed with prejudice, each party to bear its own costs.

Dated: \_\_\_\_\_

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD,  
as Liquidating Agent of Southwest  
Corporate Federal Credit Union, and  
Members United Corporate Federal Credit  
Union

George A. Zelcs, *pro hac vice*  
KOREIN TILLERY, LLC  
205 North Michigan Avenue, Suite 1950  
Chicago, Illinois 60601  
Phone: (312) 641-9760  
Fax: (312) 641-9751  
GZelcs@koreintillery.com

Stephen M. Tillery  
Peter H. Rachman  
Robert L. King  
Diane E. Moore  
KOREIN TILLERY, LLC  
505 North Seventh Street  
Suite 3600  
St. Louis, Missouri 63101-1625  
Phone: (314) 241-4844  
Fax: (314) 241-3525

Of Counsel

Michael J. McKenna, General Counsel  
John K. Ianno, Associate General Counsel  
NATIONAL CREDIT UNION  
ADMINISTRATION  
1775 Duke Street  
Alexandria, Virginia 22314

By: \_\_\_\_\_

Peter W. Tomlinson  
Philip R. Forlenza  
Erik Haas  
Michelle W. Cohen  
PATTERSON BELKNAP WEBB &  
TYLER LLP  
1133 Avenue of the Americas  
New York, NY 10036-6710  
Phone: (212) 336-2000  
Fax: (212) 336-2222  
pwtomlinson@pbwt.com  
pforlenza@pbwt.com  
ehaas@pbwt.com  
mcohen@pbwt.com

Mark C. Hansen  
David C. Frederick, *pro hac vice*  
Wan J. Kim, *pro hac vice*  
Gregory G. Rapaway, *pro hac vice*  
KELLOGG, HUBER, HANSEN, TODD,  
EVANS & FIGEL, P.L.L.C.  
Sumner Square  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Phone: (202) 326-7900  
Fax: (202) 326-7999  
mhansen@khhte.com  
dfrederick@khhte.com  
wkim@khhte.com

*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

Bear, Stearns & Co., Inc. n/k/a J.P. Morgan  
Chase Securities, LLC, J.P. Morgan Securities  
LLC, J.P. Morgan Acceptance Corp. I

\_\_\_\_\_  
By: Michael A. Paskin  
J. Wesley Earnhardt  
CRAVATH, SWAINE & MOORE LLP  
825 Eighth Avenue  
New York, NY 10019  
Tel: (212) 474-1000  
Fax: (212) 474-3700  
mpaskin@cravath.com  
jearnhardt@cravath.com

*Attorneys for Defendants J Bear, Stearns & Co.,  
Inc. n/k/a J.P. Morgan Chase Securities, LLC,  
J.P. Morgan Securities, LLC, and J.P. Morgan  
Acceptance Corp. I*

**CERTIFICATE OF SERVICE**

I hereby certify that, on \_\_\_\_\_, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

\_\_\_\_\_  
*Attorney for Plaintiffs*

## **Exhibit C2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD, as  
Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, Members United Corporate  
Federal Credit Union, and Southwest  
Corporate Federal Credit Union,

Plaintiffs,

v.

BEAR, STEARNS & CO., INC. n/k/a J.P.  
MORGAN SECURITIES, LLC;  
STRUCTURED ASSET MORTGAGE  
INVESTMENTS II, INC.; BEAR STEARNS  
ASSET BACKED SECURITIES I, LLC.

Defendants.

Case No. 12-cv-2781-JWL-JPO

**NOTICE AND STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE**

WHEREAS the National Credit Union Administration Board as Liquidating Agent of U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, Members United Corporate Federal Credit Union, and Southwest Corporate Federal Credit Union and Defendants Bear, Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., and Bear Stearns Asset Backed Securities I, LLC have reached a settlement disposing of all claims asserted in the above-captioned action (the "Action");

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i)-(ii), this Action shall be, and hereby is, dismissed with prejudice, each party to bear its own costs.



Dated: \_\_\_\_\_

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD,  
as Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, Members United Corporate  
Federal Credit Union, and Southwest  
Corporate Federal Credit Union

George A. Zelcs, *pro hac vice*  
KOREIN TILLERY, LLC  
205 North Michigan Avenue, Suite 1950  
Chicago, Illinois 60601  
Phone: (312) 641-9760  
Fax: (312) 641-9751  
GZelcs@koreintillery.com

Stephen M. Tillery  
Douglas R. Sprong  
Peter H. Rachman  
Robert L. King  
Diane E. Moore  
KOREIN TILLERY, LLC  
505 North Seventh Street  
Suite 3600  
St. Louis, Missouri 63101-1625  
Phone: (314) 241-4844  
Fax: (314) 241-3525

Of Counsel

Michael J. McKenna, General Counsel  
John K. Ianno, Associate General Counsel  
NATIONAL CREDIT UNION  
ADMINISTRATION  
1775 Duke Street  
Alexandria, Virginia 22314

By: \_\_\_\_\_  
Norman E. Siegel (D. Kan. # 70354)  
Rachel E. Schwartz (Kan. # 21782)  
STUEVE SIEGEL HANSON LLP  
460 Nichols Road, Suite 200  
Kansas City, MO 64112  
Tel: (816) 714-7100  
Fax: (816) 714-7101  
siegel@stuevesiegel.com  
schwartz@stuevesiegel.com

Mark C. Hansen, *pro hac vice*  
David C. Frederick, *pro hac vice*  
Wan J. Kim, *pro hac vice*  
KELLOGG, HUBER, HANSEN, TODD,  
EVANS & FIGEL, P.L.L.C.  
Sumner Square  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Phone: (202) 326-7900  
Fax: (202) 326-7999  
mhansen@khhte.com  
dfrederick@khhte.com  
wkim@khhte.com

*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

Bear, Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., Bear Stearns Asset Backed Securities I, LLC

By: \_\_\_\_\_  
John W. Shaw (KS # 70091)  
Thomas P. Schult (KS # 70463)  
Jennifer B. Wieland (KS # 22444)  
BERKOWITZ OLIVER WILLIAMS  
SHAW & EISENBRANDT LLP  
2600 Grand Boulevard, Suite 1200  
Kansas City, MO 64108  
Tel: (816) 561-7007  
Fax: (816) 561-1888  
jshaw@berkowitzoliver.com  
tschult@berkowitzoliver.com  
jwieland@berkowitzoliver.com

*Of Counsel*

Michael A. Paskin (NY # 2767507)  
J. Wesley Earnhardt (NY # 4331609)  
CRAVATH, SWAINE & MOORE LLP  
825 Eighth Avenue  
New York, NY 10019  
Tel: (212) 474-1000  
Fax: (212) 474-3700  
mpaskin@cravath.com  
wearnhardt@cravath.com

*Attorneys for Defendants Bear, Stearns & Co., Inc. n/k/a J.P. Morgan Securities, LLC, Structured Asset Mortgage Investments II, Inc., and Bear Stearns Asset Backed Securities I, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that, on \_\_\_\_\_, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

\_\_\_\_\_  
*Attorney for Plaintiffs*

## **Exhibit C3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD, as  
Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, Members United Corporate  
Federal Credit Union, and Southwest  
Corporate Federal Credit Union,

Plaintiffs,

v.

J.P. MORGAN SECURITIES LLC, J.P.  
MORGAN ACCEPTANCE  
CORPORATION I, AMERICAN HOME  
MORTGAGE ASSETS LLC, and BOND  
SECURITIZATION, LLC,

Defendants.

Case No. 11-cv-2341-JWL-JPO

**NOTICE AND STIPULATION OF VOLUNTARY DISMISSAL**

WHEREAS the National Credit Union Administration Board as Liquidating Agent of U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, Members United Corporate Federal Credit Union, and Southwest Corporate Federal Credit Union (“Plaintiffs”) and Defendants J.P. Morgan Securities LLC, J.P. Morgan Acceptance Corporation I, and Bond Securitization, LLC (“Settling Defendants”) have reached a settlement disposing of all claims against Settling Defendants asserted in the above-captioned action (the “Action”);

WHEREAS Plaintiffs and Settling Defendants stipulate that all claims against Settling Defendants should be dismissed with prejudice, each party to bear its own costs;

WHEREAS Plaintiffs desire to voluntarily dismiss their claims against American Home Mortgage Assets LLC without prejudice.

NOW, THEREFORE, IT IS HEREBY ORDERED, by stipulation of Plaintiffs and Settling Defendants, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i)-(ii), the claims against Settling Defendants shall be, and hereby are, dismissed with prejudice, each party to bear its own costs;

IT IS FURTHER ORDERED that the claims against American Home Mortgage Assets LLC are dismissed without prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i).

Dated: \_\_\_\_\_

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD,  
as Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, Members United Corporate  
Federal Credit Union, and Southwest  
Corporate Federal Credit Union

George A. Zelcs, *pro hac vice*  
KOREIN TILLERY, LLC  
205 North Michigan Avenue, Suite 1950  
Chicago, Illinois 60601  
Phone: (312) 641-9760  
Fax: (312) 641-9751  
GZelcs@koreintillery.com

Stephen M. Tillery  
Douglas R. Sprong  
Peter H. Rachman  
Robert L. King  
Diane E. Moore  
KOREIN TILLERY, LLC  
505 North Seventh Street  
Suite 3600  
St. Louis, Missouri 63101-1625  
Phone: (314) 241-4844  
Fax: (314) 241-3525

Of Counsel

Michael J. McKenna, General Counsel  
John K. Ianno, Associate General Counsel  
NATIONAL CREDIT UNION  
ADMINISTRATION  
1775 Duke Street  
Alexandria, Virginia 22314

By: Norman E. Siegel (D. Kan. # 70354)  
Rachel E. Schwartz (Kan. # 21782)  
STUEVE SIEGEL HANSON LLP  
460 Nichols Road, Suite 200  
Kansas City, MO 64112  
Tel: (816) 714-7100  
Fax: (816) 714-7101  
siegel@stuevesiegel.com  
schwartz@stuevesiegel.com

Mark C. Hansen, *pro hac vice*  
David C. Frederick, *pro hac vice*  
Wan J. Kim, *pro hac vice*  
KELLOGG, HUBER, HANSEN, TODD,  
EVANS & FIGEL, P.L.L.C.  
Sumner Square  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Phone: (202) 326-7900  
Fax: (202) 326-7999  
mhansen@khhte.com  
dfrederick@khhte.com  
wkim@khhte.com

*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

J.P. Morgan Securities LLC, J.P. Morgan  
Acceptance Corporation I, and Bond  
Securitization, LLC,

By: \_\_\_\_\_  
John W. Shaw (KS # 70091)  
Thomas P. Schult (KS # 70463)  
Jennifer B. Wieland (KS # 22444)  
BERKOWITZ OLIVER WILLIAMS  
SHAW & EISENBRANDT LLP  
2600 Grand Boulevard, Suite 1200  
Kansas City, MO 64108  
Tel: (816) 561-7007  
Fax: (816) 561-1888  
jshaw@berkowitzoliver.com  
tschult@berkowitzoliver.com  
jwieland@berkowitzoliver.com

*Of Counsel*

Michael A. Paskin (NY # 2767507)  
Daniel Slifkin (NY # 2767507)  
CRAVATH, SWAINE & MOORE LLP  
825 Eighth Avenue  
New York, NY 10019  
Tel: (212) 474-1000  
Fax: (212) 474-3700  
mpaskin@cravath.com  
dslifkin@cravath.com

*Attorneys for Defendants J.P. Morgan Securities,  
LLC, J.P. Morgan Acceptance Corporation I, and  
Bond Securitization, LLC*



**CERTIFICATE OF SERVICE**

I hereby certify that, on \_\_\_\_\_, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

\_\_\_\_\_  
*Attorney for Plaintiffs*

## **Exhibit C4**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD, as  
Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, and Southwest Corporate Federal  
Credit Union,

Case No. 13-cv-2012-JWL-JPO

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A., as  
Successor-in-Interest to Washington Mutual  
Bank, WaMu Capital Corp., Long Beach  
Securities Corp., and WaMu Asset Acceptance  
Corp.; WAMU CAPITAL CORP.; LONG  
BEACH SECURITIES CORP.; WAMU  
ASSET ACCEPTANCE CORP.

Defendants.

**NOTICE AND STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE**

WHEREAS the National Credit Union Administration Board as Liquidating Agent of U.S. Central Federal Credit Union, Western Corporate Federal Credit Union, and Southwest Corporate Federal Credit Union and Defendants JPMorgan Chase Bank, N.A., WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp. have reached a settlement disposing of all claims asserted in the above-captioned action (the "Action");

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i)-(ii), this Action shall be, and hereby is, dismissed with prejudice, each party to bear its own costs.

Dated: \_\_\_\_\_

NATIONAL CREDIT UNION  
ADMINISTRATION BOARD,  
as Liquidating Agent of U.S. Central Federal  
Credit Union, Western Corporate Federal  
Credit Union, and Southwest Corporate  
Federal Credit Union

George A. Zelcs, *pro hac vice*  
KOREIN TILLERY, LLC  
205 North Michigan Avenue, Suite 1950  
Chicago, Illinois 60601  
Phone: (312) 641-9760  
Fax: (312) 641-9751  
GZelcs@koreintillery.com

Stephen M. Tillery  
Douglas R. Sprong  
Peter H. Rachman  
Robert L. King  
Diane E. Moore  
KOREIN TILLERY, LLC  
505 North Seventh Street  
Suite 3600  
St. Louis, Missouri 63101-1625  
Phone: (314) 241-4844  
Fax: (314) 241-3525

Of Counsel

Michael J. McKenna, General Counsel  
John K. Ianno, Associate General Counsel  
NATIONAL CREDIT UNION  
ADMINISTRATION  
1775 Duke Street  
Alexandria, Virginia 22314

\_\_\_\_\_  
Norman E. Siegel (D. Kan. # 70354)  
Rachel E. Schwartz (Kan. # 21782)  
By: STUEVE SIEGEL HANSON LLP  
460 Nichols Road, Suite 200  
Kansas City, MO 64112  
Tel: (816) 714-7100  
Fax: (816) 714-7101  
siegel@stuevesiegel.com  
schwartz@stuevesiegel.com

Mark C. Hansen, *pro hac vice*  
David C. Frederick, *pro hac vice*  
Wan J. Kim, *pro hac vice*  
Gregory G. Rapaway, *pro hac vice*  
KELLOGG, HUBER, HANSEN, TODD,  
EVANS & FIGEL, P.L.L.C.  
Sumner Square  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Phone: (202) 326-7900  
Fax: (202) 326-7999  
mhansen@khhte.com  
dfrederick@khhte.com  
wkim@khhte.com

*Attorneys for Plaintiffs*

Dated: \_\_\_\_\_

JPMorgan Chase Bank, N.A., WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.

By: \_\_\_\_\_  
John W. Shaw (KS # 70091)  
Thomas P. Schult (KS # 70463)  
Jennifer B. Wieland (KS # 22444)  
BERKOWITZ OLIVER WILLIAMS  
SHAW & EISENBRANDT LLP  
2600 Grand Boulevard, Suite 1200  
Kansas City, MO 64108  
Tel: (816) 561-7007  
Fax: (816) 561-1888  
jshaw@berkowitzoliver.com  
tschult@berkowitzoliver.com  
jwieland@berkowitzoliver.com

*Of Counsel*

Michael A. Paskin (NY # 2767507)  
J. Wesley Earnhardt (NY # 4331609)  
CRAVATH, SWAINE & MOORE LLP  
825 Eighth Avenue  
New York, NY 10019  
Tel: (212) 474-1000  
Fax: (212) 474-3700  
mpaskin@cravath.com  
wearhardt@cravath.com

*Attorneys for Defendants J.P. Morgan Chase Bank Chase Bank, N.A., WaMu Capital Corp., Long Beach Securities Corp., and WaMu Asset Acceptance Corp.*

**CERTIFICATE OF SERVICE**

I hereby certify that, on \_\_\_\_\_, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

\_\_\_\_\_  
*Attorney for Plaintiffs*