

PLAN OF ALLOCATION

1. Capitalized terms used herein shall have the meanings ascribed to them in the Buus Class Action Settlement Agreement (the "Settlement Agreement") filed in this action, or in this Plan of Allocation.

2. "Settlement Class Member" shall mean each Person within the scope of the Certified Class and the Settlement Subclasses, including the Named Plaintiffs, as to each such Person, his, her, or its beneficiaries, alternate payees (including spouses of deceased Persons who were WaMu Pension Plan participants), Representatives and Successors-In-Interest, but in no event shall there be more than one Settlement Class Member with respect to each Person within the scope of the Certified Class and the Settlement Subclasses.

3. "Plan" is defined herein as the WaMu Pension Plan and any successor Plan.

4. "Settlement Amount" means \$20,000,000.00

5. "Claims Administrator" is Kurtzman Carson Consultants.

A. Amount to Be Distributed

Once the Settlement has become final and all conditions precedent to the Effective Date have occurred, including after any appeals relating to the Settlement are favorably decided, all appeal periods have expired, and the Internal Revenue Service has approved the amendment which allows the WaMu Pension Plan to implement the Settlement, the Net Settlement Amount will be allocated among all Settlement Class Members who have been identified after reasonable best efforts and whose addresses have been ascertained after reasonable best efforts, pursuant to the method described below. The Net Settlement Amount is the Settlement Amount less those fees and expenses set forth in the Settlement Agreement at Section 1.2(t): (1) the lesser of (a) the sum of Sidley Austin's unpaid legal fees and expenses for representing the WaMu Pension Plan in the Buus Action, to the extent not paid by the Debtors' insurance, within sixty (60) days of submission of the invoices to the Debtors' insurance carrier and (b) \$1 million; (2) the actuarial expenses and record keeping expenses relating to implementation of this Agreement, and the

expenses reasonably incurred by the Plan Administrator relating to the execution of this Plan of Allocation and distributions, allocations and crediting pursuant to this Plan of Allocation to the extent not covered by the Debtors' insurance; (3) expenses relating to publication and other notice of the Class Notice; (4) subject to District Court approval, Case Contribution Awards to the Named Plaintiffs in the aggregate amount of up to \$65,000.00; and (5) subject to District Court approval, Lead Counsel's attorneys' fees not to exceed 21% of the Settlement Amount and Lead Counsel's reasonable expenses incurred in this litigation.

The following are the fees and expenses incurred to date and estimated to be incurred in the future in connection with the Settlement. In accordance with Section 1.2(t) of the Settlement Agreement, these incurred and estimated fees and expenses are to be deducted from the Settlement Amount:

1. Sidley Austin: \$658,128.84. As defense counsel in the Buus Action, Sidley Austin has provided, and will continue to provide, assistance in the administration of the Settlement, including, but not limited to, assisting in the following activities: (i) identifying and locating class members, (ii) preparing a Plan of Allocation; (iii) preparing a Plan amendment; (iv) distributing notice and information about the Settlement to the Settlement Class; and (v) allocating the Net Settlement Amount to the Settlement Class.¹

2. EHRO: \$266,500. As the Plan's third party administrator, EHRO currently maintains record of participant Plan information, processes distributions, and credits accruals. EHRO has assisted the Plan's counsel and the Plan actuary in identifying Settlement Class Members. Once the Settlement is finalized, EHRO will be responsible for implementation of the Settlement, including establishing accounts for individuals who no longer have Plan accounts, crediting the Settlement allocation to new and existing participant accounts, crediting earnings

¹ This amount reflects fees and expenses that Sidley Austin has already incurred, but that have not yet been paid by the Debtors' insurance carrier, as well as projected future fees and expenses that will be incurred. All fees and expenses will first be submitted to the Debtors' insurance carrier for payment. However, to the extent that such fees and expenses are not paid by the Debtors' insurance carrier, pursuant to Section 1.2(t) of the Settlement Agreement they will be deducted from the Settlement Amount. To date, the insurance carrier has paid invoices, and Washington Mutual, Inc. anticipates that the insurance carrier will pay the remainder of the fees and expenses.

accruals to participant accounts through the date the settlement amounts are distributed to Settlement Class Members, preparing tax qualified distribution packets for Settlement Class Members entitled to a distribution of Plan benefits, processing of the distribution packets, payment of settlement proceeds, and preparation of the associated income tax reporting forms. In addition, EHRO has prepared its call center for inquiries related to the Buus settlement.

3. Kurtzman Carson Consultants (“KCC”): \$106,192. Under the direction of the Plan’s counsel, KCC has assisted with locating Settlement Class Members. KCC has converted large data files and paper lists of participant information into electronic files that can be utilized by the Plan’s counsel, actuary, and administrator. KCC has printed and mailed Class Member notices and placed required notices on the internet and in *The Seattle Times*. KCC has established a call center and web site to administer the materials related to the Settlement and answer inquiries from Settlement Class Members and potential Settlement Class Members. In addition, KCC was responsible for mailing the Class Action Fairness Act (“CAFA”) Notice and the Supplemental CAFA Notice to the requisite parties.

4. Towers Watson: \$117,000. As Plan actuary, Towers Watson has assisted the Plan’s counsel with the identification of Settlement Class Members. In addition, Towers Watson assisted with the preparation of a proposed Plan amendment necessary to implement the Settlement. Finally, Towers Watson evaluated the actuarial considerations resulting from the Settlement, including, but not limited to, verifying compliance with statutory nondiscrimination and funding requirements.

5. Named Plaintiffs Case Contribution Awards: \$ 65,000, pending Court approval.

6. Lead Counsel’s Attorney Fees: \$ 4,200,000.00, described in detail in Plaintiffs’ Motion for Award of Attorneys’ Fees and supporting papers, filed herewith and pending Court approval.

7. Lead Counsel’s Expenses: \$364,026.89, described in detail in Plaintiffs’ Motion for Award of Attorneys’ Fees and supporting papers, filed herewith and pending Court approval.

B. Calculation of Each Member's Share of the Distribution Amount

Each Settlement Class Member's share of the Net Settlement Amount will be calculated as follows:

(i) The Net Settlement Amount will be allocated amongst the Settlement Class Members as an Additional Benefit on a per capita basis, calculated as the quotient of (a) the Net Settlement Amount divided by (b) the Aggregate Number of Settlement Class Members who have been identified after reasonable best efforts and whose current address has been ascertained after reasonable best efforts.

(ii) At the date of filing, the Aggregate Number of Settlement Class Members who have been identified and whose current addresses have been ascertained is 18,642. This is a preliminary Aggregate Number, which may vary at the time of Final Approval if: (1) additional participants are identified as Settlement Class Members and/or addresses are ascertained and/or (2) persons identified as Settlement Class Members are determined not to belong in the Settlement Class. The Claims Administrator will finalize the Aggregate Number of Settlement Class Members at the time that Lead Counsel will file its Motion for Final Approval of the Settlement and Plan of Allocation on October 22, 2010.

(iii) The Aggregate Number of Settlement Class Members will be uniquely identifiable individuals such that no Settlement Class Member will be able to receive more than one Additional Benefit, even if he or she is a member of more than one Settlement Subclass. Settlement Class Members who are members of more than one Settlement Subclass will be de-duplicated in calculating the Aggregate Number of Settlement Class Members.

(iv) The sum of the Additional Benefits must equal the Net Settlement Amount.

C. Distribution of the Allocated Amounts

1. Settlement Class Members who are current Plan participants ("Current Members"). No later than 90 days after the Effective Date of the Settlement Agreement, the Settling Parties shall effect the Settlement Implementation, including causing the WaMu Pension

Plan to credit each Current Member's account with his or her Additional Benefit as calculated above. The credited amount will be treated thereafter for all purposes in accordance with the terms of the Plan.

2. Settlement Class Members who are former Plan participants or beneficiaries thereof ("Former Members"). No later than 90 days after the Effective Date of the Settlement Agreement, the Settling Parties shall effect the Settlement Implementation, including causing the WaMu Pension Plan to create a new Plan account for each Former Member who does not have an account and credit that new account with the Former Member's Additional Benefit. The credited amount will be treated thereafter for all purposes in accordance with the terms of the Plan.

3. Pursuant to Section 7.1 of the Settlement Agreement, should additional time beyond 90 days be needed in good faith by any Settling Party to effectuate the Settlement Implementation, the Settling Parties will then consent to an extension of the 90 day period for the additional amount of time needed in good faith to effectuate the Settlement Implementation, and such extension will not require additional Court approval.

4. Undeliverable or unclaimed amounts. The procedure for handling undeliverable or unclaimed amounts in accordance with the terms of the Plan will govern any Additional Benefit that is unclaimed or undeliverable.

D. Continuing Jurisdiction

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

DATED this 4th day of October, 2010