

December 22, 2016

THIS TRANSMITTAL CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE BENEFICIAL OWNERS OF THE SUBJECT CERTIFICATES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.

Time Sensitive
Informational Notice Regarding the
Hearing Date for Trust Instructional Proceeding
For the Trusts Listed on Exhibits 1-A and 1-B (“Trusts”)

-and-

Update on Settlement Concerning Litigation Against the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, JPMorgan Chase, N.A., and Washington Mortgage Securities Corporation (the “Litigation”)

To the Holders of Certain Residential Mortgage Backed Securities Sponsored by Washington Mutual Bank, Long Beach Mortgage Company, Washington Mutual Mortgage Securities Corporation or Washington Mutual Asset Acceptance Corp. (Collectively, the “WaMu Securities”)

CLASSES OF CERTIFICATES AND CUSIP NUMBERS LISTED ON **EXHIBIT 2**¹

1. Background Information

Deutsche Bank National Trust Company (hereinafter, the “Trustee”) acts as trustee (including as trustee for certain related supplemental interest trusts) under the governing documents, which may include Pooling and Servicing Agreements, Servicing Agreements, Sale and Servicing Agreements, Trust Agreements or Indentures (collectively, the “Governing Documents”) for the residential mortgage backed securities trusts (collectively, the “WaMu Securities”). For additional information, holders of WaMu Securities are referred to the Trustee’s Report Regarding Status of Litigation to Enforce Certain Trust Claims dated October 17, 2012 and updates dated July 28, 2014, October 16, 2014, June 12, 2015, June 29, 2015, April 18, 2016, August 8, 2016, and August 19, 2016 (collectively the “Litigation Status Reports”).

¹ The CUSIP numbers appearing on Exhibit 2 have been included solely for the convenience of holders of WaMu Securities. Deutsche Bank National Trust Company assumes no responsibility for the selection or use of such numbers and makes no representations as the correctness of the CUSIP numbers appearing herein.

Except as otherwise expressly provided, all terms used in this Notice that are defined in the Governing Documents shall have the meanings assigned to them in the applicable Governing Documents, the Litigation Status Reports and the Settlement Documents (as defined below).

In its August 19, 2016 Litigation Status Report, the Trustee advised that on August 19, 2016, the Trustee, the Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank (“FDIC-Receiver”) and JPMorgan Chase Bank, N.A. (“JPMC”) entered into the Settlement Agreement, attached hereto as **Exhibit 3**. On the same date, the Trustee entered into the Trustee-JPMorgan Agreement with JPMC and Washington Mutual Mortgage Securities Corporation (“WMMSC,” and, together with JPMC, “JPMorgan”) attached hereto as **Exhibit 4**. The agreements set forth in Exhibits 4 and 5 are collectively referenced in this notice as the “Settlement Documents.”² The Trustee also advised in its August 19, 2016 notice that it intended to institute judicial approval proceedings seeking Final Court Approval as described in the Settlement Documents.

2. The Judicial Approval Proceeding

Please be advised that on December 12, 2016, the Trustee filed a Verified Petition for Instructions Regarding the Internal Affairs of the Trusts in the Superior Court of the State of California, County of Orange, Probate Division (the “Court”) (Case No. 30-2016-00892014-PR-TR-CJC) pursuant to California Probate Code § 17200(a) and the common law of the State of California (the “Petition”), a copy of which is attached hereto as **Exhibit 5**.³ In filing the Petition, the Trustee seeks approval of its acceptance of the settlement resolving the Litigation. The Trustee further seeks judicial instructions concerning the allocation of all cash proceeds of the settlement among the Trusts and among the classes of securities issued by each Trust.

WaMu Securities holders wishing to be heard concerning the Petition may appear and be heard before the Court. The Court has scheduled a hearing on the Petition for May 9, 2017 at 9:00 am in the courtroom of Department No. C07 of the Orange County Superior Court, located at the Central Justice Center, 700 Civic Center Drive West, Santa Ana, California 92701.

The Trustee has engaged Boies, Schiller & Flexner LLP as counsel to represent it in connection with these matters.

To facilitate direct communication between the Trustee and the WaMu Security holders, WaMu Security holders are asked to request a “Certification of Beneficial Ownership” form the Trustee’s Notice Agent, Globic Advisors, then to complete and return the form in accordance with its instructions. Globic Advisors may be reached at:

**Globic Advisors
Attn: Robert Stevens
880 Third Avenue, 12th Floor**

² Please note that there was an error in the page order of the Settlement Documents attached to the August 19, 2016 notice; WaMu Securities holders should instead refer to the Settlement Documents attached to this notice.

³ The copy of the Petition attached hereto does not include the voluminous exhibits filed with the Court, which will be posted on the Trustee website referenced below.

New York, NY 10022
Fax: (212) 271-3252 E-Mail: rstevens@globic.com

The Trustee intends to post copies of this Notice, including the Petition with all of its exhibits, and copies of future Trustee notices and other information concerning the Petition on a website maintained by its Notice Agent: www.globic.com/wamurmbssettlement. In addition, the Court maintains a public website, <http://www.occourts.org/online-services/case-access/>, at which certain case-related information and documents may be accessed.

If you have any questions with respect to this notice, please contact the Trustee at wamu.trustee@db.com. The Trustee may conclude that a specific response to particular inquiries from an individual Holder is not consistent with equal and full dissemination of information to all Securities holders.

The Trustee makes no recommendation and gives no investment, legal or tax advice to holders of Securities. **EACH HOLDER IS STRONGLY ENCOURAGED TO CONSULT WITH ITS OWN FINANCIAL, TAX AND/OR LEGAL ADVISORS REGARDING THESE MATTERS.**

DEUTSCHE BANK NATIONAL TRUST COMPANY,
solely as Trustee

cc: Required Notice Parties

Attachments

EXHIBIT 1A

<u>Trust No.</u>	<u>Trust Name</u>
001	Coast Federal 1992-1
002	GSAMP Trust 2005-S2
003	GSAMP Trust 2006-S1
004	Long Beach Home Equity Loan Trust 2000-LB1
005	Long Beach Mortgage Loan Trust 2000-1
006	Long Beach Mortgage Loan Trust 2001-1
007	Long Beach Mortgage Loan Trust 2001-2
008	Long Beach Mortgage Loan Trust 2001-3
009	Long Beach Mortgage Loan Trust 2001-4
010	Long Beach Mortgage Loan Trust 2002-1
011	Long Beach Mortgage Loan Trust 2002-2
012	Long Beach Mortgage Loan Trust 2002-5
013	Long Beach Mortgage Loan Trust 2003-1
014	Long Beach Mortgage Loan Trust 2003-2
015	Long Beach Mortgage Loan Trust 2003-3
016	Long Beach Mortgage Loan Trust 2003-4
017	Long Beach Mortgage Loan Trust 2004-1
018	Long Beach Mortgage Loan Trust 2004-2
019	Long Beach Mortgage Loan Trust 2004-3
020	Long Beach Mortgage Loan Trust 2004-4
021	Long Beach Mortgage Loan Trust 2004-5
022	Long Beach Mortgage Loan Trust 2004-6
023	Long Beach Mortgage Loan Trust 2005-1
024	Long Beach Mortgage Loan Trust 2005-2
025	Long Beach Mortgage Loan Trust 2005-3
026	Long Beach Mortgage Loan Trust 2005-WL1
027	Long Beach Mortgage Loan Trust 2005-WL2
028	Long Beach Mortgage Loan Trust 2005-WL3
029	Long Beach Mortgage Loan Trust 2006-1
030	Long Beach Mortgage Loan Trust 2006-2
031	Long Beach Mortgage Loan Trust 2006-3
032	Long Beach Mortgage Loan Trust 2006-4
033	Long Beach Mortgage Loan Trust 2006-5
034	Long Beach Mortgage Loan Trust 2006-6
035	Long Beach Mortgage Loan Trust 2006-7
036	Long Beach Mortgage Loan Trust 2006-8
037	Long Beach Mortgage Loan Trust 2006-9
038	Long Beach Mortgage Loan Trust 2006-10
039	Long Beach Mortgage Loan Trust 2006-11
040	Long Beach Mortgage Loan Trust 2006-A
041	Long Beach Mortgage Loan Trust 2006-WL1
042	Long Beach Mortgage Loan Trust 2006-WL2
043	Long Beach Mortgage Loan Trust 2006-WL3

<u>Trust No.</u>	<u>Trust Name</u>
044	Morgan Stanley ABS Capital I Inc. 2000-1
045	WaMu 2006-0A1
046	WaMu 2007-Flex1
047	WaMu Asset Acceptance Corp. 2005-AR13
048	WaMu Asset Acceptance Corp. 2005-AR16
049	WaMu Asset Acceptance Corp. 2005-AR18
050	WaMu Asset Acceptance Corp. 2006-AR1
051	WaMu Asset Acceptance Corp. 2006-AR3
052	WaMu Asset Acceptance Corp. 2006-AR5
053	WaMu Asset Acceptance Corp. 2007-HE1
054	Washington Mutual Home Equity Trust I (PSA Cut-Off Date January 31, 2006)
055	Washington Mutual Mortgage Securities Corp. 2000-1
056	Washington Mutual Mortgage Securities Corp. 2001-7
057	Washington Mutual Mortgage Securities Corp. 2001-AR3
058	Washington Mutual Mortgage Securities Corp. 2002-AR12
059	Washington Mutual Mortgage Securities Corp. 2002-AR13
060	Washington Mutual Mortgage Securities Corp. 2002-AR14
061	Washington Mutual Mortgage Securities Corp. 2002-AR15
062	Washington Mutual Mortgage Securities Corp. 2002-AR16
063	Washington Mutual Mortgage Securities Corp. 2002-AR17
064	Washington Mutual Mortgage Securities Corp. 2002-AR18
065	Washington Mutual Mortgage Securities Corp. 2002-AR19
066	Washington Mutual Mortgage Securities Corp. 2002-AR2
067	Washington Mutual Mortgage Securities Corp. 2002-AR6
068	Washington Mutual Mortgage Securities Corp. 2002-AR9
069	Washington Mutual Mortgage Securities Corp. 2003-AR1
070	Washington Mutual Mortgage Securities Corp. 2003-AR2
071	Washington Mutual Mortgage Securities Corp. 2003-AR3
072	Washington Mutual Mortgage Securities Corp. 2003-AR4
073	Washington Mutual Mortgage Securities Corp. 2003-AR5
074	Washington Mutual Mortgage Securities Corp. 2003-AR6
075	Washington Mutual Mortgage Securities Corp. 2003-AR7
076	Washington Mutual Mortgage Securities Corp. 2003-AR8
077	Washington Mutual Mortgage Securities Corp. 2003-AR9
078	Washington Mutual Mortgage Securities Corp. 2003-AR10
079	Washington Mutual Mortgage Securities Corp. 2003-AR11
080	Washington Mutual Mortgage Securities Corp. 2003-AR12
081	Washington Mutual Mortgage Securities Corp. 2004-AR1
082	Washington Mutual Mortgage Securities Corp. 2004-AR2
083	Washington Mutual Mortgage Securities Corp. 2004-AR3
084	Washington Mutual Mortgage Securities Corp. 2004-AR4
085	Washington Mutual Mortgage Securities Corp. 2004-AR5
086	Washington Mutual Mortgage Securities Corp. 2004-AR6

<u>Trust No.</u>	<u>Trust Name</u>
087	Washington Mutual Mortgage Securities Corp. 2004-AR7
088	Washington Mutual Mortgage Securities Corp. 2004-AR8
089	Washington Mutual Mortgage Securities Corp. 2004-AR10
090	Washington Mutual Mortgage Securities Corp. 2004-AR12
091	Washington Mutual Mortgage Securities Corp. 2004-AR13
092	Washington Mutual Mortgage Securities Corp. 2005-AR1
093	Washington Mutual Mortgage Securities Corp. 2005-AR2
094	Washington Mutual Mortgage Securities Corp. 2005-AR4
095	Washington Mutual Mortgage Securities Corp. 2005-AR6
096	Washington Mutual Mortgage Securities Corp. 2005-AR8
097	Washington Mutual Mortgage Securities Corp. 2005-AR9
098	Washington Mutual Mortgage Securities Corp. 2005-AR11
099	Washington Mutual Mortgage Securities Corp. 2006-AR4

EXHIBIT 1B

<u>Trust No.</u>	<u>Trust Name</u>
100	Long Beach Asset Holdings Corp CI 2003-3 (LB07P3)
101	Long Beach Asset Holdings Corp CI 2003-4 (LB07P4)
102	Long Beach Asset Holding Corp. 2004-2
103	Long Beach Asset Holding Corp. 2004-4
104	Long Beach Asset Holding Corp. 2004-6
105	Long Beach Asset Holding Corp. 2005-2
106	Long Beach Asset Holding Corp. 2005-3
107	Long Beach Asset Holding Corp. CI-2005-WL1
108	Long Beach Asset Holding Corp. CI-2005-WL2
109	Long Beach Asset Holding Corp. CI-2005-WL3
110	Long Beach Asset Holding Corp. 2006-1
111	Long Beach Asset Holding Corp. 2006-2
112	Long Beach Asset Holding Corp. 2006-WL2
113	Long Beach Asset Holding Corp. CI 2006-3
114	Long Beach CI NIM Notes 2006-4
115	Long Beach CI NIM Notes 2006-5
116	Long Beach CI NIM Notes 2006-6
117	Long Beach CI NIM Notes 2006-7
118	Long Beach CI NIM Notes 2006-8
119	Long Beach CI NIM Notes 2006-9
120	Long Beach CI NIM Notes 2006-10
121	Long Beach CI NIM Notes 2006-11
122	Long Beach Securities Corp. 2003-P1 (2003-W5)
123	WM Covered Bond Program 1 (WA06C1)
124	WM Covered Bond Program 2 (WA06C2)
125	WM Covered Bond Program 3 (WA07C3)
126	WaMu CI NIM Notes 2007-WM1

EXHIBIT 2

Issue ID	Trust Name	Series	Class	CUSIP
CO9201	Coast Federal Savings	1992-01	A	190348AA0
CO9201	Coast Federal Savings	1992-01	B-1	190348ZZ9
CO9201	Coast Federal Savings	1992-01	B-2	190348ZZ8
CO9201	Coast Federal Savings	1992-01	B-3	190348ZZ7
CO9201	Coast Federal Savings	1992-01	B-4	190348ZZ6
CO9201	Coast Federal Savings	1992-01	B-5	190348ZZ5
CO9201	Coast Federal Savings	1992-01	R	190348ZZ4
DB9902	Ace Securities Corp.	1999-LB2	A	004421AD5
DB9902	Ace Securities Corp.	1999-LB2	M1	004421AE3
DB9902	Ace Securities Corp.	1999-LB2	M2	004421AF0
DB9902	Ace Securities Corp.	1999-LB2	B	004421AG8
DB9902	Ace Securities Corp.	1999-LB2	R	DB9902101
GS05X2	GSAMP Trust	2005-S2	A	36242D3D3
GS05X2	GSAMP Trust	2005-S2	M-1	36242D3E1
GS05X2	GSAMP Trust	2005-S2	M-2	36242D3F8
GS05X2	GSAMP Trust	2005-S2	M-3	36242D3G6
GS05X2	GSAMP Trust	2005-S2	M-4	36242D3H4
GS05X2	GSAMP Trust	2005-S2	B-1	36242D3J0
GS05X2	GSAMP Trust	2005-S2	B-2	36242D3K7
GS05X2	GSAMP Trust	2005-S2	B-3	36242D3L5
GS05X2	GSAMP Trust	2005-S2	X	36242D3N1
GS05X2	GSAMP Trust	2005-S2	X-1	36242D3Q4
GS05X2	GSAMP Trust	2005-S2	P	36242D3M3
GS05X2	GSAMP Trust	2005-S2	R	36242D3P6
GS06L1	GSAMP Trust	2006-S1	A-1	3623412J7
GS06L1	GSAMP Trust	2006-S1	A-2A	3623413A5
GS06L1	GSAMP Trust	2006-S1	A-2B	3623413B3
GS06L1	GSAMP Trust	2006-S1	M-1	3623412K4
GS06L1	GSAMP Trust	2006-S1	M-2	3623412L2
GS06L1	GSAMP Trust	2006-S1	M-3	3623412M0
GS06L1	GSAMP Trust	2006-S1	M-4	3623412N8
GS06L1	GSAMP Trust	2006-S1	M-5	3623412P3
GS06L1	GSAMP Trust	2006-S1	M-6	3623412Q1
GS06L1	GSAMP Trust	2006-S1	B-1	3623412R9
GS06L1	GSAMP Trust	2006-S1	B-2	3623412S7
GS06L1	GSAMP Trust	2006-S1	X	3623412T5
GS06L1	GSAMP Trust	2006-S1	X-1	3623412U2
GS06L1	GSAMP Trust	2006-S1	P	3623412V0
GS06L1	GSAMP Trust	2006-S1	R	3623412W8
LB0002	Long Beach Mortgage Loan Trust	2000-1	R-1	LB0002212
LB0002	Long Beach Mortgage Loan Trust	2000-1	AF-1	542514AA2
LB0002	Long Beach Mortgage Loan Trust	2000-1	AF-2	542514AB0
LB0002	Long Beach Mortgage Loan Trust	2000-1	AF-3	542514AC8
LB0002	Long Beach Mortgage Loan Trust	2000-1	AF-4	542514AD6
LB0002	Long Beach Mortgage Loan Trust	2000-1	AV-1	542514AH7
LB0002	Long Beach Mortgage Loan Trust	2000-1	M-1	542514AE4
LB0002	Long Beach Mortgage Loan Trust	2000-1	M-2	542514AF1
LB0002	Long Beach Mortgage Loan Trust	2000-1	M-3	542514AG9
LB0002	Long Beach Mortgage Loan Trust	2000-1	C	LB0002104
LB0002	Long Beach Mortgage Loan Trust	2000-1	P	LB0002105
LB0002	Long Beach Mortgage Loan Trust	2000-1	R-2	LB0002103
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	P-F	LB10000PF
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	P-V	LB10000PV

Issue ID	Trust Name	Series	Class	CUSIP
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	R-I	LB00000RI
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	R-II	LB00000RII
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF1	04541GAM4
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF2	04541GAN2
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF3	04541GAP7
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF4	04541GAQ5
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF5	04541GAR3
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AF6	04541GAS1
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	M1F	04541GAT9
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	M2F	04541GAU6
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	BF	04541GAV4
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	AV	04541GAW2
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	M1V	04541GAX0
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	M2V	04541GAY8
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	BV	04541GAZ5
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	B-IOF	LB100BIOF
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	B-IOV	LB100BIOV
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	X-F	LB10000XF
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	X-V	LB10000XV
LB00F1	Long Beach Mortgage Loan Trust	2000-LB1	R-III	LB000RIII
LB0101	Long Beach Mortgage Loan Trust	2001-1	A-1	542514AJ3
LB0101	Long Beach Mortgage Loan Trust	2001-1	A-2	542514AK0
LB0101	Long Beach Mortgage Loan Trust	2001-1	M-1	542514AM6
LB0101	Long Beach Mortgage Loan Trust	2001-1	M-2	542514AN4
LB0101	Long Beach Mortgage Loan Trust	2001-1	M-3	542514AP9
LB0101	Long Beach Mortgage Loan Trust	2001-1	S	542514AL8
LB0101	Long Beach Mortgage Loan Trust	2001-1	C	LB0101104
LB0101	Long Beach Mortgage Loan Trust	2001-1	P	LB0101105
LB0101	Long Beach Mortgage Loan Trust	2001-1	R-3	LB0101103
LB0102	Long Beach Mortgage Loan Trust	2001-2	A-1V	DB00985T2
LB0102	Long Beach Mortgage Loan Trust	2001-2	A-1F	DB00985S4
LB0102	Long Beach Mortgage Loan Trust	2001-2	A-2	542514AQ7
LB0102	Long Beach Mortgage Loan Trust	2001-2	M-1	542514AS3
LB0102	Long Beach Mortgage Loan Trust	2001-2	M-2	542514AT1
LB0102	Long Beach Mortgage Loan Trust	2001-2	M-3	542514AU8
LB0102	Long Beach Mortgage Loan Trust	2001-2	S-1	DB00985U9
LB0102	Long Beach Mortgage Loan Trust	2001-2	S-2	542514AR5
LB0102	Long Beach Mortgage Loan Trust	2001-2	C	LB0102102
LB0102	Long Beach Mortgage Loan Trust	2001-2	P	LB0102103
LB0102	Long Beach Mortgage Loan Trust	2001-2	R-3	LB0102101
LB0103	Long Beach Mortgage Loan Trust	2001-3	A-1	542514BD5
LB0103	Long Beach Mortgage Loan Trust	2001-3	A-2	542514AY0
LB0103	Long Beach Mortgage Loan Trust	2001-3	M-1	542514BA1
LB0103	Long Beach Mortgage Loan Trust	2001-3	M-2	542514BB9
LB0103	Long Beach Mortgage Loan Trust	2001-3	M-3	542514BC7
LB0103	Long Beach Mortgage Loan Trust	2001-3	S-1	542514BE3
LB0103	Long Beach Mortgage Loan Trust	2001-3	S-2	542514AZ7
LB0103	Long Beach Mortgage Loan Trust	2001-3	C	LB0103101
LB0103	Long Beach Mortgage Loan Trust	2001-3	P	LB0103102
LB0103	Long Beach Mortgage Loan Trust	2001-3	R-3	LB0103103
LB0104	Long Beach Mortgage Loan Trust	2001-4	I-A	542514BF0
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-A1	542514BQ6
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-A2	542514BR4

Issue ID	Trust Name	Series	Class	CUSIP
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-A3	542514BS2
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-M1	542514BK9
LB0104	Long Beach Mortgage Loan Trust	2001-4	M2	542514BL7
LB0104	Long Beach Mortgage Loan Trust	2001-4	M3	542514BN3
LB0104	Long Beach Mortgage Loan Trust	2001-4	I-S	542514BH6
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-S	542514BJ2
LB0104	Long Beach Mortgage Loan Trust	2001-4	R-3	LB0104I05
LB0104	Long Beach Mortgage Loan Trust	2001-4	I-C	LB0104I01
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-C	LB0104I02
LB0104	Long Beach Mortgage Loan Trust	2001-4	I-P	LB0104I03
LB0104	Long Beach Mortgage Loan Trust	2001-4	II-P	LB0104I04
LB0104	Long Beach Mortgage Loan Trust	2001-4	R-X	LB0104I06
LB0201	Long Beach Mortgage Loan Trust	2002-1	I-A	542514CC6
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-A1	542514BT0
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-A2	542514BU7
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-A3	542514BV5
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-A4	542514BW3
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-M1	542514BY9
LB0201	Long Beach Mortgage Loan Trust	2002-1	M2	542514BZ6
LB0201	Long Beach Mortgage Loan Trust	2002-1	M3	542514CA0
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-M4	542514CB8
LB0201	Long Beach Mortgage Loan Trust	2002-1	I-S	542514CD4
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-S	542514BX1
LB0201	Long Beach Mortgage Loan Trust	2002-1	R-3	LB0201205
LB0201	Long Beach Mortgage Loan Trust	2002-1	I-C	LB0201101
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-C	LB0201102
LB0201	Long Beach Mortgage Loan Trust	2002-1	I-P	LB0201103
LB0201	Long Beach Mortgage Loan Trust	2002-1	II-P	LB0201104
LB0201	Long Beach Mortgage Loan Trust	2002-1	R-X	LB0201105
LB0202	Long Beach Mortgage Loan Trust	2002-2	I-A	542514CE2
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-A	542514CG7
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-M1	542514CJ1
LB0202	Long Beach Mortgage Loan Trust	2002-2	M2	542514CK8
LB0202	Long Beach Mortgage Loan Trust	2002-2	M3	542514CL6
LB0202	Long Beach Mortgage Loan Trust	2002-2	M4A	542514CM4
LB0202	Long Beach Mortgage Loan Trust	2002-2	M4B	542514CN2
LB0202	Long Beach Mortgage Loan Trust	2002-2	I-S1	542514CF9
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-S1	542514CH5
LB0202	Long Beach Mortgage Loan Trust	2002-2	I-S2	LB0202101
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-S2	LB0202102
LB0202	Long Beach Mortgage Loan Trust	2002-2	R	LB0202107
LB0202	Long Beach Mortgage Loan Trust	2002-2	I-C	LB0202103
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-C	LB0202104
LB0202	Long Beach Mortgage Loan Trust	2002-2	I-P	LB0202105
LB0202	Long Beach Mortgage Loan Trust	2002-2	II-P	LB0202106
LB0202	Long Beach Mortgage Loan Trust	2002-2	R-X	LB0202108
LB0205	Long Beach Mortgage Loan Trust	2002-5	A-1	542514CX0
LB0205	Long Beach Mortgage Loan Trust	2002-5	A-2	542514CY8
LB0205	Long Beach Mortgage Loan Trust	2002-5	S-1	542514CZ5
LB0205	Long Beach Mortgage Loan Trust	2002-5	S-2	542514DA9
LB0205	Long Beach Mortgage Loan Trust	2002-5	M-1	542514DB7
LB0205	Long Beach Mortgage Loan Trust	2002-5	M-2	542514DC5
LB0205	Long Beach Mortgage Loan Trust	2002-5	M-3	542514DD3

Issue ID	Trust Name	Series	Class	CUSIP
LB0205	Long Beach Mortgage Loan Trust	2002-5	M-4A	542514DE1
LB0205	Long Beach Mortgage Loan Trust	2002-5	M-4B	542514DF8
LB0205	Long Beach Mortgage Loan Trust	2002-5	R-4	LB0205403
LB0205	Long Beach Mortgage Loan Trust	2002-5	C	LB0205401
LB0205	Long Beach Mortgage Loan Trust	2002-5	R-CX	LB0205404
LB0205	Long Beach Mortgage Loan Trust	2002-5	P	LB0205402
LB0205	Long Beach Mortgage Loan Trust	2002-5	R-PX	LB0205405
LB0301	Long Beach Mortgage Loan Trust	2003-1	A-1	542514DN1
LB0301	Long Beach Mortgage Loan Trust	2003-1	A-2	542514DG6
LB0301	Long Beach Mortgage Loan Trust	2003-1	S-1	542514DP6
LB0301	Long Beach Mortgage Loan Trust	2003-1	S-2	542514DH4
LB0301	Long Beach Mortgage Loan Trust	2003-1	M-1	542514DJ0
LB0301	Long Beach Mortgage Loan Trust	2003-1	M-2	542514DK7
LB0301	Long Beach Mortgage Loan Trust	2003-1	M-3	542514DL5
LB0301	Long Beach Mortgage Loan Trust	2003-1	M-4	542514DM3
LB0301	Long Beach Mortgage Loan Trust	2003-1	R-M4X	LB0301103
LB0301	Long Beach Mortgage Loan Trust	2003-1	R	LB0301106
LB0301	Long Beach Mortgage Loan Trust	2003-1	C	LB0301101
LB0301	Long Beach Mortgage Loan Trust	2003-1	P	LB0301102
LB0301	Long Beach Mortgage Loan Trust	2003-1	R-CX	LB0301104
LB0301	Long Beach Mortgage Loan Trust	2003-1	R-PX	LB0301105
LB0302	Long Beach Mortgage Loan Trust	2003-2	AF	542514DQ4
LB0302	Long Beach Mortgage Loan Trust	2003-2	AV	542514DS0
LB0302	Long Beach Mortgage Loan Trust	2003-2	M-1	542514DU5
LB0302	Long Beach Mortgage Loan Trust	2003-2	M-2	542514DV3
LB0302	Long Beach Mortgage Loan Trust	2003-2	M-3	542514DW1
LB0302	Long Beach Mortgage Loan Trust	2003-2	M-4	542514DX9
LB0302	Long Beach Mortgage Loan Trust	2003-2	M-5	542514DY7
LB0302	Long Beach Mortgage Loan Trust	2003-2	S-1	542514DR2
LB0302	Long Beach Mortgage Loan Trust	2003-2	S-2	542514DT8
LB0302	Long Beach Mortgage Loan Trust	2003-2	C	LB0302301
LB0302	Long Beach Mortgage Loan Trust	2003-2	R-1	LB0302304
LB0302	Long Beach Mortgage Loan Trust	2003-2	P	LB0302302
LB0302	Long Beach Mortgage Loan Trust	2003-2	R-3	LB0302305
LB0303	Long Beach Mortgage Loan Trust	2003-3	A	542514DZ4
LB0303	Long Beach Mortgage Loan Trust	2003-3	M-1	542514EA8
LB0303	Long Beach Mortgage Loan Trust	2003-3	M-2	542514EB6
LB0303	Long Beach Mortgage Loan Trust	2003-3	M-3	542514EC4
LB0303	Long Beach Mortgage Loan Trust	2003-3	M-4	542514ED2
LB0303	Long Beach Mortgage Loan Trust	2003-3	C	LB0303301
LB0303	Long Beach Mortgage Loan Trust	2003-3	P	LB0303302
LB0303	Long Beach Mortgage Loan Trust	2003-3	R	LB0303303
LB0304	Long Beach Mortgage Loan Trust	2003-4	AV-1	542514EE0
LB0304	Long Beach Mortgage Loan Trust	2003-4	AV-2	542514EF7
LB0304	Long Beach Mortgage Loan Trust	2003-4	AV-3	542514EG5
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-1	542514EH3
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-2	542514EJ9
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-3	542514EK6
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-4A	542514EL4
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-4F	542514EM2
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-5A	542514EN0
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-5F	542514EP5
LB0304	Long Beach Mortgage Loan Trust	2003-4	M-6	542514EQ3

Issue ID	Trust Name	Series	Class	CUSIP
LB0304	Long Beach Mortgage Loan Trust	2003-4	R-2	LB0304103
LB0304	Long Beach Mortgage Loan Trust	2003-4	C	LB0304101
LB0304	Long Beach Mortgage Loan Trust	2003-4	R-CX	LB0304104
LB0304	Long Beach Mortgage Loan Trust	2003-4	P	LB0304102
LB0304	Long Beach Mortgage Loan Trust	2003-4	R-PX	LB0304105
LB03P2	Long Beach Securities Corp.	2003-P2	P	LB03P2001
LB03PB	Long Beach Securities Corp.	2003-P1	P	LB03PA001
LB0401	Long Beach Mortgage Loan Trust	2004-1	A-1	542514FD1
LB0401	Long Beach Mortgage Loan Trust	2004-1	A-2	542514FE9
LB0401	Long Beach Mortgage Loan Trust	2004-1	A-3	542514ER1
LB0401	Long Beach Mortgage Loan Trust	2004-1	A-4	542514ES9
LB0401	Long Beach Mortgage Loan Trust	2004-1	A-5	542514ET7
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-1	542514EU4
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-2	542514EV2
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-3	542514EW0
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-4	542514EX8
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-5	542514EY6
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-6	542514EZ3
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-7	542514FA7
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-8	542514FB5
LB0401	Long Beach Mortgage Loan Trust	2004-1	M-9	542514FC3
LB0401	Long Beach Mortgage Loan Trust	2004-1	B	542514FF6
LB0401	Long Beach Mortgage Loan Trust	2004-1	C	LB0401201
LB0401	Long Beach Mortgage Loan Trust	2004-1	P	LB0401202
LB0401	Long Beach Mortgage Loan Trust	2004-1	R	LB0401203
LB0402	Long Beach Mortgage Loan Trust	2004-2	A-1	542514FT6
LB0402	Long Beach Mortgage Loan Trust	2004-2	A-2	542514FU3
LB0402	Long Beach Mortgage Loan Trust	2004-2	A-3	542514FV1
LB0402	Long Beach Mortgage Loan Trust	2004-2	A-4	542514FW9
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-1	542514FX7
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-2	542514FY5
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-3	542514FZ2
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-4	542514GA6
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-5	542514GB4
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-6	542514GC2
LB0402	Long Beach Mortgage Loan Trust	2004-2	M-7	542514GD0
LB0402	Long Beach Mortgage Loan Trust	2004-2	B	542514GE8
LB0402	Long Beach Mortgage Loan Trust	2004-2	C	LB0402201
LB0402	Long Beach Mortgage Loan Trust	2004-2	P	LB0402202
LB0402	Long Beach Mortgage Loan Trust	2004-2	R	LB0402203
LB0403	Long Beach Mortgage Loan Trust	2004-3	A-1	542514GF5
LB0403	Long Beach Mortgage Loan Trust	2004-3	A-2	542514GG3
LB0403	Long Beach Mortgage Loan Trust	2004-3	A-3	542514GH1
LB0403	Long Beach Mortgage Loan Trust	2004-3	A-4	542514GJ7
LB0403	Long Beach Mortgage Loan Trust	2004-3	S-1	542514GK4
LB0403	Long Beach Mortgage Loan Trust	2004-3	S-2	542514GL2
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-1	542514GM0
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-2	542514GN8
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-3	542514GP3
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-4	542514GQ1
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-5	542514GR9
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-6	542514GS7
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-7	542514GT5

Issue ID	Trust Name	Series	Class	CUSIP
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-8	542514GU2
LB0403	Long Beach Mortgage Loan Trust	2004-3	M-9	542514GV0
LB0403	Long Beach Mortgage Loan Trust	2004-3	C	LB0403301
LB0403	Long Beach Mortgage Loan Trust	2004-3	R	LB0403302
LB0403	Long Beach Mortgage Loan Trust	2004-3	RCX	LB0403303
LB0404	Long Beach Mortgage Loan Trust	2004-4	I-A1	542514HN7
LB0404	Long Beach Mortgage Loan Trust	2004-4	II-A1	542514HP2
LB0404	Long Beach Mortgage Loan Trust	2004-4	II-A2	542514HQ0
LB0404	Long Beach Mortgage Loan Trust	2004-4	II-A3	542514HR8
LB0404	Long Beach Mortgage Loan Trust	2004-4	II-A4	542514HS6
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-1	542514HT4
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-2	542514HU1
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-3	542514HV9
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-4	542514HW7
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-5	542514HX5
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-6	542514HY3
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-7	542514HZ0
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-8	542514JA3
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-9	542514JB1
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-10	542514JC9
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-11	542514JD7
LB0404	Long Beach Mortgage Loan Trust	2004-4	M-12	542514JE5
LB0404	Long Beach Mortgage Loan Trust	2004-4	B	542514JF2
LB0404	Long Beach Mortgage Loan Trust	2004-4	R	LB04041R1
LB0404	Long Beach Mortgage Loan Trust	2004-4	C	LB04041C1
LB0404	Long Beach Mortgage Loan Trust	2004-4	R-CX	LB0404RCX
LB0404	Long Beach Mortgage Loan Trust	2004-4	P	LB04041P1
LB0404	Long Beach Mortgage Loan Trust	2004-4	R-PX	LB0404RPX
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-1	542514GW8
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-2	542514GX6
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-3	542514GY4
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-4	542514GZ1
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-5	542514HB3
LB0405	Long Beach Mortgage Loan Trust	2004-5	A-6	542514HC1
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-1	542514HD9
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-2	542514HE7
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-3	542514HF4
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-4	542514HG2
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-5	542514HH0
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-6	542514HJ6
LB0405	Long Beach Mortgage Loan Trust	2004-5	M-7	542514HK3
LB0405	Long Beach Mortgage Loan Trust	2004-5	B-1	542514HL1
LB0405	Long Beach Mortgage Loan Trust	2004-5	B-2	542514HM9
LB0405	Long Beach Mortgage Loan Trust	2004-5	R	LB0405003
LB0405	Long Beach Mortgage Loan Trust	2004-5	C	LB0405001
LB0405	Long Beach Mortgage Loan Trust	2004-5	P	LB0405002
LB0406	Long Beach Mortgage Loan Trust	2004-6	I-A1	542514JG0
LB0406	Long Beach Mortgage Loan Trust	2004-6	I-A2	542514JH8
LB0406	Long Beach Mortgage Loan Trust	2004-6	II-A1	542514JJ4
LB0406	Long Beach Mortgage Loan Trust	2004-6	II-A2	542514JK1
LB0406	Long Beach Mortgage Loan Trust	2004-6	A-3	542514JL9
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-1	542514JM7
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-2	542514JN5

Issue ID	Trust Name	Series	Class	CUSIP
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-3	542514JP0
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-4	542514JQ8
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-5	542514JR6
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-6	542514JS4
LB0406	Long Beach Mortgage Loan Trust	2004-6	M-7	542514JU9
LB0406	Long Beach Mortgage Loan Trust	2004-6	B	542514JT2
LB0406	Long Beach Mortgage Loan Trust	2004-6	R	LB0406203
LB0406	Long Beach Mortgage Loan Trust	2004-6	C	LB0406201
LB0406	Long Beach Mortgage Loan Trust	2004-6	R-CX	LB0406204
LB0406	Long Beach Mortgage Loan Trust	2004-6	P	LB0406202
LB0406	Long Beach Mortgage Loan Trust	2004-6	R-PX	LB0406205
LB04N2	Long Beach Asset Holding Corp.	2004-2	N1	54239FAA4
LB04N2	Long Beach Asset Holding Corp.	2004-2	N2	54239EAA7
LB04N2	Long Beach Asset Holding Corp.	2004-2	Sub-Notes	LB04N2101
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-1	54239JAA6
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-2	54239JAB4
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-3	54239JAC2
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-4	54239JAD0
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-5	54239JAE8
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-6	54239HAA0
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	N-7	54239HAB8
LB04N4	Long Beach Asset Holding Corp.	CI 2004-4	SUB	LB04N4101
LB04N6	Long Beach Asset Holding Corp.	CI 2004-6	N-1	54239KAA3
LB04N6	Long Beach Asset Holding Corp.	CI 2004-6	N-2	54239GAA2
LB04N6	Long Beach Asset Holding Corp.	CI 2004-6	N-3	54239GAB0
LB04N6	Long Beach Asset Holding Corp.	CI 2004-6	SUB	LB04N6101
LB0501	Long Beach Mortgage Loan Trust	2005-1	I-A1	542514JV7
LB0501	Long Beach Mortgage Loan Trust	2005-1	II-A1	542514JW5
LB0501	Long Beach Mortgage Loan Trust	2005-1	II-A2	542514JX3
LB0501	Long Beach Mortgage Loan Trust	2005-1	II-A3	542514JY1
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-1	542514JZ8
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-2	542514KA1
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-3	542514KB9
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-4	542514KC7
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-5	542514KD5
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-6	542514KE3
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-7	542514KF0
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-8	542514KG8
LB0501	Long Beach Mortgage Loan Trust	2005-1	M-9	542514KH6
LB0501	Long Beach Mortgage Loan Trust	2005-1	B-1	542514KJ2
LB0501	Long Beach Mortgage Loan Trust	2005-1	B-2	542514KK9
LB0501	Long Beach Mortgage Loan Trust	2005-1	R	LB0501203
LB0501	Long Beach Mortgage Loan Trust	2005-1	C	LB0501201
LB0501	Long Beach Mortgage Loan Trust	2005-1	P	LB0501202
LB0502	Long Beach Mortgage Loan Trust	2005-2	I-A1	542514KL7
LB0502	Long Beach Mortgage Loan Trust	2005-2	I-A2	542514KM5
LB0502	Long Beach Mortgage Loan Trust	2005-2	II-A1	542514KN3
LB0502	Long Beach Mortgage Loan Trust	2005-2	II-A2	542514KP8
LB0502	Long Beach Mortgage Loan Trust	2005-2	II-A3	542514KQ6
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-1	542514KR4
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-2	542514KS2
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-3	542514KT0
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-4	542514KU7

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LB0502	Long Beach Mortgage Loan Trust	2005-2	M-5	542514KV5
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-6	542514KW3
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-7	542514KX1
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-8	542514KY9
LB0502	Long Beach Mortgage Loan Trust	2005-2	M-9	542514KZ6
LB0502	Long Beach Mortgage Loan Trust	2005-2	B-1	542514LA0
LB0502	Long Beach Mortgage Loan Trust	2005-2	B-2	542514LB8
LB0502	Long Beach Mortgage Loan Trust	2005-2	R	LB0502403
LB0502	Long Beach Mortgage Loan Trust	2005-2	C	LB0502401
LB0502	Long Beach Mortgage Loan Trust	2005-2	R-CX	LB0502404
LB0502	Long Beach Mortgage Loan Trust	2005-2	P	LB0502402
LB0502	Long Beach Mortgage Loan Trust	2005-2	R-PX	LB0502405
LB0503	Long Beach Mortgage Loan Trust	2005-3	I-A	542514NT7
LB0503	Long Beach Mortgage Loan Trust	2005-3	II-A1	542514NU4
LB0503	Long Beach Mortgage Loan Trust	2005-3	II-A2	542514NV2
LB0503	Long Beach Mortgage Loan Trust	2005-3	II-A3	542514NW0
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-1	542514NX8
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-2	542514NY6
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-3	542514NZ3
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-4	542514PA6
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-5	542514PB4
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-6	542514PC2
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-7	542514PD0
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-8	542514PE8
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-9	542514PF5
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-10	542514PG3
LB0503	Long Beach Mortgage Loan Trust	2005-3	M-11	542514PH1
LB0503	Long Beach Mortgage Loan Trust	2005-3	R	LB0503303
LB0503	Long Beach Mortgage Loan Trust	2005-3	C	LB0503301
LB0503	Long Beach Mortgage Loan Trust	2005-3	R-CX	LB0503304
LB0503	Long Beach Mortgage Loan Trust	2005-3	P	LB0503302
LB0503	Long Beach Mortgage Loan Trust	2005-3	R-PX	LB0503305
LB05N2	Long Beach Asset Holding Corp.	CI 2005-2	N-1	542396AA4
LB05N2	Long Beach Asset Holding Corp.	CI 2005-2	N-2	542396AB2
LB05N2	Long Beach Asset Holding Corp.	CI 2005-2	N-3	542396AC0
LB05N2	Long Beach Asset Holding Corp.	CI 2005-2	N-4	542396AD8
LB05N2	Long Beach Asset Holding Corp.	CI 2005-2	SUB	LB05N2001
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	N1	542395AA6
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	N2	542395AB4
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	N3	54239WAA7
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	N4	54239WAB5
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	N5	54239WAC3
LB05N3	Long Beach Asset Holding Corp.	CI 2005-WL1	SUB-NOTE	LB05N3101
LB05N4	Long Beach Asset Holding Corp.	2005-WL2	NOTE	54239QAV4
LB05N4	Long Beach Asset Holding Corp.	2005-WL2	OWNER	54239QAW2
LB05N5	Long Beach Asset Holding Corp.	CI 2005-3	N-1	542394AA9
LB05N5	Long Beach Asset Holding Corp.	CI 2005-3	N-2	542394AB7
LB05N5	Long Beach Asset Holding Corp.	CI 2005-3	N-3	542394AC5
LB05N5	Long Beach Asset Holding Corp.	CI 2005-3	SUB	LB05N5001
LB05N6	Long Beach Asset Holding Corp.	2005-WL3	NOTE	54239QAX0
LB05N6	Long Beach Asset Holding Corp.	2005-WL3	OWNER	LB05N6101
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-A1	542514LC6
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	II-A1	542514LD4

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LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	II-A2	542514LE2
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	II-A3	542514LF9
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	II-A4	542514LG7
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M1	542514LH5
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M2	542514LJ1
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M3	542514LK8
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M4	542514LL6
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M5	542514LM4
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M6	542514LN2
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M7	542514LP7
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M8	542514LQ5
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M9	542514LR3
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-M10	542514LW2
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-B1	542514LS1
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-B2	542514LT9
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-B3	542514LU6
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-B4	542514LV4
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-C	542514LX0
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	I-II-P	542514LY8
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	R	542514LZ5
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-A1	542514MC5
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-A2	542514MD3
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-A3	542514ME1
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M1	542514MF8
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M2	542514MG6
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M3	542514MH4
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M4	542514MJ0
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M5	542514MK7
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M6	542514ML5
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M7	542514MM3
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M8	542514MN1
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-M9	542514MS0
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-B1	542514MP6
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-B2	542514MQ4
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-B3	542514MR2
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-C	542514MT8
LB05W1	Long Beach Mortgage Loan Trust	2005-WL1	III-P	542514MU5
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	I-A1	542514NM2
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	I-A2	542514MV3
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	II-A1	542514NN0
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	II-A2	542514NP5
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	III-A1	542514MW1
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	III-A1A	542514MX9
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	III-A2	542514MY7
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	III-A3	542514MZ4
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	III-A4	542514NA8
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-1	542514NB6
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-2	542514NC4
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-3	542514ND2
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-4	542514NE0
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-5	542514NF7
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-6	542514NG5
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-7	542514NH3

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LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-8	542514NJ9
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-9	542514NK6
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	M-10	542514NL4
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	B-1	542514NQ3
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	B-2	542514NR1
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	B-3	542514NS9
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	C	542514PJ7
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	P	542514PK4
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	R	542514PL2
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	R-CX	542514PM0
LB05W2	Long Beach Mortgage Loan Trust	2005-WL2	R-PX	542514PN8
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	I-A1	542514QA5
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	I-A2	542514QB3
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	I-A3	542514QC1
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	I-A4	542514QD9
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	II-A1	542514QE7
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	II-A2A	542514QF4
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	II-A2B	542514PP3
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	II-A3	542514PQ1
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-1	542514PR9
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-2	542514PS7
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-3	542514PT5
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-4	542514PU2
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-5	542514PV0
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-6	542514PW8
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-7	542514PX6
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-8	542514PY4
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	M-9	542514PZ1
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	B-1	542514QG2
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	B-2	542514QH0
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	C	542514QJ6
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	P	542514QK3
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	R	542514QL1
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	R-4	LB05W3R42
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	FM-RES-IO	LB05W3R43
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	R-CX	542514QM9
LB05W3	Long Beach Mortgage Loan Trust	2005-WL3	R-PX	542514QN7
LB0601	Long Beach Mortgage Loan Trust	2006-1	I-A	542514RH9
LB0601	Long Beach Mortgage Loan Trust	2006-1	II-A1	542514RJ5
LB0601	Long Beach Mortgage Loan Trust	2006-1	II-A2	542514RK2
LB0601	Long Beach Mortgage Loan Trust	2006-1	II-A3	542514RL0
LB0601	Long Beach Mortgage Loan Trust	2006-1	II-A4	542514RM8
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-1	542514RN6
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-2	542514RP1
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-3	542514RQ9
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-4	542514RR7
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-5	542514RS5
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-6	542514RT3
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-7	542514RU0
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-8	542514RV8
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-9	542514RW6
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-10	542514RX4
LB0601	Long Beach Mortgage Loan Trust	2006-1	M-11	542514RY2

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LB0601	Long Beach Mortgage Loan Trust	2006-1	R	LB0601303
LB0601	Long Beach Mortgage Loan Trust	2006-1	C	LB0601301
LB0601	Long Beach Mortgage Loan Trust	2006-1	R-CX	LB0601304
LB0601	Long Beach Mortgage Loan Trust	2006-1	P	LB0601302
LB0601	Long Beach Mortgage Loan Trust	2006-1	R-PX	LB0601305
LB0602	Long Beach Mortgage Loan Trust	2006-2	I-A	542514TQ7
LB0602	Long Beach Mortgage Loan Trust	2006-2	II-A1	542514TR5
LB0602	Long Beach Mortgage Loan Trust	2006-2	II-A2	542514TS3
LB0602	Long Beach Mortgage Loan Trust	2006-2	II-A3	542514TT1
LB0602	Long Beach Mortgage Loan Trust	2006-2	II-A4	542514TU8
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-1	542514TV6
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-2	542514TW4
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-3	542514TX2
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-4	542514TY0
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-5	542514TZ7
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-6	542514UA0
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-7	542514UB8
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-8	542514UC6
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-9	542514UD4
LB0602	Long Beach Mortgage Loan Trust	2006-2	M-10	542514UE2
LB0602	Long Beach Mortgage Loan Trust	2006-2	B	542514UF9
LB0602	Long Beach Mortgage Loan Trust	2006-2	C	LB0602301
LB0602	Long Beach Mortgage Loan Trust	2006-2	FMR-IO	LB0602503
LB0602	Long Beach Mortgage Loan Trust	2006-2	R-3	LB0602504
LB0602	Long Beach Mortgage Loan Trust	2006-2	R-4	LB0602205
LB0602	Long Beach Mortgage Loan Trust	2006-2	P	LB0602302
LB0602	Long Beach Mortgage Loan Trust	2006-2	R	LB0602303
LB0603	Long Beach Mortgage Loan Trust	2006-3	I-A	542514UG7
LB0603	Long Beach Mortgage Loan Trust	2006-3	II-A1	542514UH5
LB0603	Long Beach Mortgage Loan Trust	2006-3	II-A2	542514UJ1
LB0603	Long Beach Mortgage Loan Trust	2006-3	II-A3	542514UK8
LB0603	Long Beach Mortgage Loan Trust	2006-3	II-A4	542514UL6
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-1	542514UM4
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-2	542514UN2
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-3	542514UP7
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-4	542514UQ5
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-5	542514UR3
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-6	542514US1
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-7	542514UT9
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-8	542514UU6
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-9	542514UV4
LB0603	Long Beach Mortgage Loan Trust	2006-3	M-10	542514UW2
LB0603	Long Beach Mortgage Loan Trust	2006-3	B	542514UX0
LB0603	Long Beach Mortgage Loan Trust	2006-3	R	LB0603303
LB0603	Long Beach Mortgage Loan Trust	2006-3	C	LB0603301
LB0603	Long Beach Mortgage Loan Trust	2006-3	P	LB0603302
LB0604	Long Beach Mortgage Loan Trust	2006-4	I-A	54251MAA2
LB0604	Long Beach Mortgage Loan Trust	2006-4	II-A1	54251MAB0
LB0604	Long Beach Mortgage Loan Trust	2006-4	II-A2	54251MAC8
LB0604	Long Beach Mortgage Loan Trust	2006-4	II-A3	54251MAD6
LB0604	Long Beach Mortgage Loan Trust	2006-4	II-A4	54251MAE4
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-1	54251MAF1
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-2	54251MAG9

Issue ID	Trust Name	Series	Class	CUSIP
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-3	54251MAH7
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-4	54251MAJ3
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-5	54251MAK0
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-6	54251MAL8
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-7	54251MAM6
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-8	54251MAN4
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-9	54251MAP9
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-10	54251MAQ7
LB0604	Long Beach Mortgage Loan Trust	2006-4	M-11	54251MAR5
LB0604	Long Beach Mortgage Loan Trust	2006-4	B	54251MAS3
LB0604	Long Beach Mortgage Loan Trust	2006-4	R	LB0604303
LB0604	Long Beach Mortgage Loan Trust	2006-4	C	LB0604301
LB0604	Long Beach Mortgage Loan Trust	2006-4	P	LB0604302
LB0605	Long Beach Mortgage Loan Trust	2006-5	I-A	54251PAA5
LB0605	Long Beach Mortgage Loan Trust	2006-5	II-A1	54251PAB3
LB0605	Long Beach Mortgage Loan Trust	2006-5	II-A2	54251PAC1
LB0605	Long Beach Mortgage Loan Trust	2006-5	II-A3	54251PAD9
LB0605	Long Beach Mortgage Loan Trust	2006-5	II-A4	54251PAE7
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-1	54251PAF4
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-2	54251PAG2
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-3	54251PAH0
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-4	54251PAJ6
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-5	54251PAK3
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-6	54251PAL1
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-7	54251PAM9
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-8	54251PAN7
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-9	54251PAP2
LB0605	Long Beach Mortgage Loan Trust	2006-5	M-10	54251PAQ0
LB0605	Long Beach Mortgage Loan Trust	2006-5	B-1	54251PAR8
LB0605	Long Beach Mortgage Loan Trust	2006-5	B-2	54251PAS6
LB0605	Long Beach Mortgage Loan Trust	2006-5	R	LB0605303
LB0605	Long Beach Mortgage Loan Trust	2006-5	C	LB0605301
LB0605	Long Beach Mortgage Loan Trust	2006-5	P	LB0605302
LB0606	Long Beach Mortgage Loan Trust	2006-6	I-A	54251RAA1
LB0606	Long Beach Mortgage Loan Trust	2006-6	II-A1	54251RAB9
LB0606	Long Beach Mortgage Loan Trust	2006-6	II-A2	54251RAC7
LB0606	Long Beach Mortgage Loan Trust	2006-6	II-A3	54251RAD5
LB0606	Long Beach Mortgage Loan Trust	2006-6	II-A4	54251RAE3
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-1	54251RAF0
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-2	54251RAG8
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-3	54251RAH6
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-4	54251RAJ2
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-5	54251RAK9
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-6	54251RAL7
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-7	54251RAM5
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-8	54251RAN3
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-9	54251RAP8
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-10	54251RAQ6
LB0606	Long Beach Mortgage Loan Trust	2006-6	M-11	54251RAR4
LB0606	Long Beach Mortgage Loan Trust	2006-6	R	LB0606303
LB0606	Long Beach Mortgage Loan Trust	2006-6	C	LB0606301
LB0606	Long Beach Mortgage Loan Trust	2006-6	R-CX	LB0606304
LB0606	Long Beach Mortgage Loan Trust	2006-6	P	LB0606302

Issue ID	Trust Name	Series	Class	CUSIP
LB0606	Long Beach Mortgage Loan Trust	2006-6	R-PX	LB0606305
LB0607	Long Beach Mortgage Loan Trust	2006-7	I-A	54251TAA7
LB0607	Long Beach Mortgage Loan Trust	2006-7	II-A1	54251TAB5
LB0607	Long Beach Mortgage Loan Trust	2006-7	II-A2	54251TAC3
LB0607	Long Beach Mortgage Loan Trust	2006-7	II-A3	54251TAD1
LB0607	Long Beach Mortgage Loan Trust	2006-7	II-A4	54251TAE9
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-1	54251TAF6
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-2	54251TAG4
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-3	54251TAH2
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-4	54251TAJ8
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-5	54251TAK5
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-6	54251TAL3
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-7	54251TAM1
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-8	54251TAN9
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-9	54251TAP4
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-10	54251TAQ2
LB0607	Long Beach Mortgage Loan Trust	2006-7	M-11	54251TAR0
LB0607	Long Beach Mortgage Loan Trust	2006-7	R	LB0607303
LB0607	Long Beach Mortgage Loan Trust	2006-7	C	LB0607301
LB0607	Long Beach Mortgage Loan Trust	2006-7	P	LB0607302
LB0608	Long Beach Mortgage Loan Trust	2006-8	I-A	54251UAA4
LB0608	Long Beach Mortgage Loan Trust	2006-8	II-A1	54251UAB2
LB0608	Long Beach Mortgage Loan Trust	2006-8	II-A2	54251UAC0
LB0608	Long Beach Mortgage Loan Trust	2006-8	II-A3	54251UAD8
LB0608	Long Beach Mortgage Loan Trust	2006-8	II-A4	54251UAE6
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-1	54251UAF3
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-2	54251UAG1
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-3	54251UAH9
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-4	54251UAJ5
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-5	54251UAK2
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-6	54251UAL0
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-7	54251UAM8
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-8	54251UAN6
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-9	54251UAP1
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-10	54251UAQ9
LB0608	Long Beach Mortgage Loan Trust	2006-8	M-11	54251UAR7
LB0608	Long Beach Mortgage Loan Trust	2006-8	R	LB0608303
LB0608	Long Beach Mortgage Loan Trust	2006-8	C	LB0608301
LB0608	Long Beach Mortgage Loan Trust	2006-8	R-CX	LB0608304
LB0608	Long Beach Mortgage Loan Trust	2006-8	P	LB0608302
LB0608	Long Beach Mortgage Loan Trust	2006-8	R-PX	LB0608305
LB0609	Long Beach Mortgage Loan Trust	2006-9	I-A	54251WAA0
LB0609	Long Beach Mortgage Loan Trust	2006-9	II-A1	54251WAB8
LB0609	Long Beach Mortgage Loan Trust	2006-9	II-A2	54251WAC6
LB0609	Long Beach Mortgage Loan Trust	2006-9	II-A3	54251WAD4
LB0609	Long Beach Mortgage Loan Trust	2006-9	II-A4	54251WAE2
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-1	54251WAF9
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-2	54251WAG7
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-3	54251WAH5
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-4	54251WAJ1
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-5	54251WAK8
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-6	54251WAL6
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-7	54251WAM4

Issue ID	Trust Name	Series	Class	CUSIP
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-8	54251WAN2
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-9	54251WAP7
LB0609	Long Beach Mortgage Loan Trust	2006-9	M-10	54251WAQ5
LB0609	Long Beach Mortgage Loan Trust	2006-9	B	54251WAR3
LB0609	Long Beach Mortgage Loan Trust	2006-9	R	LB0609303
LB0609	Long Beach Mortgage Loan Trust	2006-9	C	LB0609301
LB0609	Long Beach Mortgage Loan Trust	2006-9	P	LB0609302
LB060A	Long Beach Mortgage Loan Trust	2006-A	A-1	542515AA9
LB060A	Long Beach Mortgage Loan Trust	2006-A	A-2	542515AB7
LB060A	Long Beach Mortgage Loan Trust	2006-A	A-3	542515AC5
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-1	542515AD3
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-2	542515AE1
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-3	542515AF8
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-4	542515AG6
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-5	542515AH4
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-6	542515AJ0
LB060A	Long Beach Mortgage Loan Trust	2006-A	M-7	542515AK7
LB060A	Long Beach Mortgage Loan Trust	2006-A	B-1	542515AL5
LB060A	Long Beach Mortgage Loan Trust	2006-A	B-2	542515AM3
LB060A	Long Beach Mortgage Loan Trust	2006-A	C	LB060A201
LB060A	Long Beach Mortgage Loan Trust	2006-A	P	LB060A202
LB060A	Long Beach Mortgage Loan Trust	2006-A	R	LB060A203
LB0610	Long Beach Mortgage Loan Trust	2006-10	I-A	54251YAA6
LB0610	Long Beach Mortgage Loan Trust	2006-10	II-A1	54251YAB4
LB0610	Long Beach Mortgage Loan Trust	2006-10	II-A2	54251YAC2
LB0610	Long Beach Mortgage Loan Trust	2006-10	II-A3	54251YAD0
LB0610	Long Beach Mortgage Loan Trust	2006-10	II-A4	54251YAE8
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-1	54251YAF5
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-2	54251YAG3
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-3	54251YAH1
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-4	54251YAJ7
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-5	54251YAK4
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-6	54251YAL2
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-7	54251YAM0
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-8	54251YAN8
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-9	54251YAP3
LB0610	Long Beach Mortgage Loan Trust	2006-10	M-10	54251YAQ1
LB0610	Long Beach Mortgage Loan Trust	2006-10	B	54251YAR9
LB0610	Long Beach Mortgage Loan Trust	2006-10	R	LB0610303
LB0610	Long Beach Mortgage Loan Trust	2006-10	C	LB0610301
LB0610	Long Beach Mortgage Loan Trust	2006-10	R-CX	LB0610304
LB0610	Long Beach Mortgage Loan Trust	2006-10	P	LB0610302
LB0610	Long Beach Mortgage Loan Trust	2006-10	R-PX	LB0610305
LB0611	Long Beach Mortgage Loan Trust	2006-11	I-A	542512AA6
LB0611	Long Beach Mortgage Loan Trust	2006-11	II-A1	542512AB4
LB0611	Long Beach Mortgage Loan Trust	2006-11	II-A2	542512AC2
LB0611	Long Beach Mortgage Loan Trust	2006-11	II-A3	542512AD0
LB0611	Long Beach Mortgage Loan Trust	2006-11	II-A4	542512AE8
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-1	542512AF5
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-2	542512AG3
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-3	542512AH1
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-4	542512AJ7
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-5	542512AK4

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LB0611	Long Beach Mortgage Loan Trust	2006-11	M-6	542512AL2
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-7	542512AM0
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-8	542512AN8
LB0611	Long Beach Mortgage Loan Trust	2006-11	M-9	542512AP3
LB0611	Long Beach Mortgage Loan Trust	2006-11	B-1	542512AQ1
LB0611	Long Beach Mortgage Loan Trust	2006-11	B-2	542512AR9
LB0611	Long Beach Mortgage Loan Trust	2006-11	R	LB0611303
LB0611	Long Beach Mortgage Loan Trust	2006-11	C	LB0611301
LB0611	Long Beach Mortgage Loan Trust	2006-11	R-CX	LB0611304
LB0611	Long Beach Mortgage Loan Trust	2006-11	P	LB0611302
LB0611	Long Beach Mortgage Loan Trust	2006-11	R-PX	LB0611305
LB06N2	Long Beach Asset Holding Corp.	CI 2006-WL2	N-1	54240KAA0
LB06N2	Long Beach Asset Holding Corp.	CI 2006-WL2	N-2	54240KAB8
LB06N2	Long Beach Asset Holding Corp.	CI 2006-WL2	SUB	LB06N2001
LB06N4	Long Beach Asset Holding Corp.	2006-1	N-1	54240CAA8
LB06N4	Long Beach Asset Holding Corp.	2006-1	N-2	54240CAB6
LB06N4	Long Beach Asset Holding Corp.	2006-1	SUB	LB06N1001
LB06N5	Long Beach Asset Holding Corp.	CI 2006-2 NIM Notes	N1	542393AA1
LB06N5	Long Beach Asset Holding Corp.	CI 2006-2 NIM Notes	N2	542393AB9
LB06N5	Long Beach Asset Holding Corp.	CI 2006-2 NIM Notes	N3	542393AC7
LB06N5	Long Beach Asset Holding Corp.	CI 2006-2 NIM Notes	SUB	LB06N5001
LB06N6	Long Beach Asset Holding Corp.	CI 2006-3 NIM Notes	N-1	54240DAA6
LB06N6	Long Beach Asset Holding Corp.	CI 2006-3 NIM Notes	N-2	54240DAB4
LB06N6	Long Beach Asset Holding Corp.	CI 2006-3 NIM Notes	N-3	54240BAA0
LB06N6	Long Beach Asset Holding Corp.	CI 2006-3 NIM Notes	SUB	LB06N6001
LB06N7	Long Beach CI NIM Notes	2006-4	N-1	92931FAA5
LB06N7	Long Beach CI NIM Notes	2006-4	N-2	92931FAB3
LB06N7	Long Beach CI NIM Notes	2006-4	N-3	92931GAA3
LB06N7	Long Beach CI NIM Notes	2006-4	SUB	LB06N7101
LB06N8	Long Beach CI NIM Notes	2006-5	N-1	92929AAA0
LB06N8	Long Beach CI NIM Notes	2006-5	N-2	92929AAB8
LB06N8	Long Beach CI NIM Notes	2006-5	N-3	92928YAA9
LB06N8	Long Beach CI NIM Notes	2006-5	SUB	LB06N8101
LB06N9	Long Beach CI NIM Notes	2006-6	N-1	92932GAA2
LB06N9	Long Beach CI NIM Notes	2006-6	N-2	92932GAB0
LB06N9	Long Beach CI NIM Notes	2006-6	N-3	92932EAA7
LB06N9	Long Beach CI NIM Notes	2006-6	SUB	LB06N9101
LB06NA	Long Beach CI NIM Notes	2006-7	N-1	92932LAA1
LB06NA	Long Beach CI NIM Notes	2006-7	N-2	92932LAB9
LB06NA	Long Beach CI NIM Notes	2006-7	N-3	92932LAC7
LB06NA	Long Beach CI NIM Notes	2006-7	SUB	LB06NA101
LB06NB	Long Beach CI NIM Notes	2006-8	N-1	92932YAA3
LB06NB	Long Beach CI NIM Notes	2006-8	N-2	92932YAB1
LB06NB	Long Beach CI NIM Notes	2006-8	SUB	LB06NB101
LB06NC	Long Beach CI NIM Notes	2006-9	N-1	929321AA5
LB06NC	Long Beach CI NIM Notes	2006-9	N-2	929321AB3
LB06NC	Long Beach CI NIM Notes	2006-9	N-3	929319AA9
LB06NC	Long Beach CI NIM Notes	2006-9	SUB	LB06NC101
LB06ND	Long Beach CI NIM Notes	2006-10	N-1	929306AA6
LB06ND	Long Beach CI NIM Notes	2006-10	N-2	929306AB4
LB06ND	Long Beach CI NIM Notes	2006-10	SUB	LB06ND101
LB06NE	Long Beach CI NIM Notes	2006-11	N-1	92933KAA2
LB06NE	Long Beach CI NIM Notes	2006-11	N-2	92933KAB0

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LB06NE	Long Beach CI NIM Notes	2006-11	SUB	LB06NE101
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	I-A1	542514QP2
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	I-A2	542514QQ0
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	I-A3	542514QR8
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	II-A1	542514QS6
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	II-A2	542514QT4
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	II-A3	542514QU1
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	II-A4	542514QV9
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-1	542514QW7
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-2	542514QX5
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-3	542514QY3
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-4	542514QZ0
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-5	542514RA4
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-6	542514RB2
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-7	542514RC0
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-8	542514RD8
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-9	542514RE6
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-10	542514RF3
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	M-11	542514RG1
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	R	LB06W1303
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	C	LB06W1301
LB06W1	Long Beach Mortgage Loan Trust	2006-WL1	P	LB06W1302
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	I-A	542514RZ9
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	II-A1	542514SA3
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	II-A2	542514SB1
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	II-A3	542514SC9
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	II-A4	542514SD7
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-1	542514SE5
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-2	542514SF2
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-3	542514SG0
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-4	542514SH8
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-5	542514SJ4
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-6	542514SK1
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-7	542514SL9
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-8	542514SM7
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	M-9	542514SN5
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	B-1	542514SP0
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	B-2	542514SQ8
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	B-3	542514SR6
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	C	LB06W2301
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	P	LB06W2302
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	R	LB06W2303
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	R-3	LB06W2307
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	R-CX	LB06W2304
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	R-PX	LB06W2305
LB06W2	Long Beach Mortgage Loan Trust	2006-WL2	FM-IO	LB06W2306
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	I-A	542514SS4
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	II-A1	542514ST2
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	II-A2	542514SU9
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	II-A3	542514SV7
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	II-A4	542514SW5
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-1	542514SX3
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-2	542514SY1

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LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-3	542514SZ8
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-4	542514TA2
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-5	542514TB0
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-6	542514TC8
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-7	542514TD6
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-8	542514TE4
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	M-9	542514TF1
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	B-1	542514TG9
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	B-2	542514TH7
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	B-3	542514TJ3
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	R	LB06W3303
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	R-CX	LB06W3304
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	C	LB06W3301
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	P	LB06W3302
LB06W3	Long Beach Mortgage Loan Trust	2006-WL3	R-PX	LB06W3305
LB07P3	Long Beach Asset Holdings Corp CI	2003-3 (2007)	Subnote	LB07P3101
LB07P4	Long Beach Asset Holdings Corp CI	2003-4 (2007)	Subnote	LB07P4101
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	A	61744CAC0
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	M-1	61744CAD8
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	M-2	61744CAE6
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	B-1	61744CAF3
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	C	MS0001CLC
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	P	MS0001CLP
MS0001	Morgan Stanley ABS Capital I Inc.	2000-1	R-2	MS0001CR2
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	A1	863572L68
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	A2	863572L76
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	M1	863572L84
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	M2	863572L92
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	M3	863572M26
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	B1	863572M34
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	B2	863572M42
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	B3	863572M59
WA0001	Washington Mutual Mortgage Securities Corp.	2000-1	UT-R	863572M67
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	A	93933TAS2
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	M-1	93933TAU7
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	M-2	93933TAV5
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	M-3	93933TAW3
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	B-1	93933TAX1
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	B-2	93933TAY9
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	B-3	93933TAZ6
WA0107	Washington Mutual Mortgage Securities Corp.	2001-7	R	93933TAT0
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	R-1	929227ER3
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	I-A	929227EL6
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	II-A	929227EM4
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-1	929227EN2
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-2	929227EP7
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-3	929227EQ5
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-4	929227FD3
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-5	929227FE1
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	B-6	929227FF8
WA01A3	Washington Mutual Mortgage Securities Corp.	2001-AR3	R-2	WA01A3R2U
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	R-1	929227LJ3
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	A-1	929227LE4

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WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-1	929227LF1
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-2	929227LG9
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-3	929227LH7
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-4	929227LK0
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-5	929227LL8
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	B-6	929227LM6
WA02A2	Washington Mutual Mortgage Securities Corp.	2002-AR2	R-2	WA02A2R2L
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	A	929227QB5
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-1	929227QC3
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-2	929227QD1
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-3	929227QE9
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-4	929227QG4
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-5	929227QH2
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	B-6	929227QJ8
WA02A6	Washington Mutual Mortgage Securities Corp.	2002-AR6	R	929227QF6
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-A	9393357P4
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-1	9393357Q2
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-2	9393357R0
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-3	9393357S8
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-4	9393356M2
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-5	9393356N0
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	I-B-6	9393356P5
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-A	9393357T6
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-1	9393357U3
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-2	9393357V1
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-3	9393357W9
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-4	9393356Q3
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-5	9393356R1
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	II-B-6	9393356S9
WA02A9	Washington Mutual Mortgage Securities Corp.	2002-AR9	R	9393357X7
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	A	939336CR2
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-1	939336CS0
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-2	939336CT8
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-3	939336CU5
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-4	939336CW1
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-5	939336CX9
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	B-6	939336CY7
WA02AC	Washington Mutual Mortgage Securities Corp.	2002-AR12	R	939336CV3
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	A-1	929227UB0
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	A-2	929227UC8
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	M-1	929227UD6
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-1	929227UE4
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-2	929227UF1
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-3	929227UG9
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-4	929227UJ3
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-5	929227UK0
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	B-6	929227UL8
WA02AD	Washington Mutual Mortgage Securities Corp.	2002-AR13	R	929227UH7
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	A-1	939336CZ4
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	A-2	939336DH3
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-1	939336DA8
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-2	939336DB6
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-3	939336DC4

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WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-4	939336DD2
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-5	939336DE0
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	B-6	939336DF7
WA02AE	Washington Mutual Mortgage Securities Corp.	2002-AR14	R	939336DG5
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	R-1	929227XZ4
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	A-1-M	939336DJ9
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	A-2-M	939336DK6
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	A-3-M	939336DL4
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	A-4-M	939336DM2
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	A-5-M	939336DN0
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	X	929227XY7
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-1	929227WM4
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-2	929227WN2
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-3	929227WP7
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-4	939336FH1
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-5	939336FJ7
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	B-6	939336FK4
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	R2-VSI	929227XY4
WA02AF	Washington Mutual Mortgage Securities Corp.	2002-AR15	R-2	WA02AF0R2
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	A	929227WQ5
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	X	929227YA8
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-1	929227WR3
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-2	929227WS1
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-3	929227WT9
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-4	929227WV4
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-5	929227WX0
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	B-6	929227WZ5
WA02AG	Washington Mutual Mortgage Securities Corp.	2002-AR16	R	929227WU6
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-A	929227XB7
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-A	929227XC5
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-1	929227XD3
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-2	929227XE1
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-3	929227XF8
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-4	929227XL5
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-5	929227XM3
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	I-B-6	929227XN1
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-1	929227XG6
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-2	929227XH4
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-3	929227XJ0
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-4	929227XP6
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-5	929227XQ4
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	II-B-6	929227XR2
WA02AH	Washington Mutual Mortgage Securities Corp.	2002-AR17	R	929227XK7
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	A	929227ZC3
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	X	929227ZD1
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-1	929227ZE9
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-2	929227ZF6
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-3	929227ZG4
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-4	929227ZJ8
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-5	929227ZK5
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	B-6	929227ZL3
WA02AI	Washington Mutual Mortgage Securities Corp.	2002-AR18	R	929227ZH2
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	R-1	929227A22

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WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-1	929227ZM1
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-2	929227ZN9
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-3	929227ZP4
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-4	929227ZQ2
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-5	929227ZR0
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-6	929227ZS8
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-7	929227ZT6
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	A-8	929227ZU3
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-1	929227ZX7
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-2	929227ZY5
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-3	929227ZZ2
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-4	929227A63
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-5	929227A71
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	B-6	929227A89
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	R-2VSI	WA02A4215
WA02AJ	Washington Mutual Mortgage Securities Corp.	2002-AR19	R-2	WA02A4216
WA02T1	Washington Mutual Bank FA	2002-PR2	A	93933RCJ4
WA02T2	Washington Mutual Bank FA	2002-PR3	A	93933RCK1
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	R-1	939336RV7
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-1	939336NX7
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-2	939336NY5
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-3	939336NZ2
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-4	939336PA5
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-5	939336PB3
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	A-6	939336PC1
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-1	939336PD9
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-2	939336PE7
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-3	939336PF4
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-4	939336PG2
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-5	939336PH0
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	B-6	939336PJ6
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	R-2	WA03A1213
WA03A1	Washington Mutual Mortgage Securities Corp.	2003-AR1	X	939336PK3
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	A-1	939336NX7
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	A-2	939336NYS
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	X	939336PK3
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	M	9.29E+98
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-1	929227F27
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-2	929227F35
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-3	929227F43
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-4	929227F68
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-5	929227F76
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	B-6	929227F84
WA03A2	Washington Mutual Mortgage Securities Corp.	2003-AR2	R	929227F50
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-1A	929227F92
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-1B	929227G26
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-2	929227G34
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-3	929227G42
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-4	929227G59
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	A-5	929227G67
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	X	929227G75
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-1	929227G83
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-2	929227G91

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WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-3	929227H25
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-4	929227K88
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-5	929227K96
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	B-6	929227L20
WA03A3	Washington Mutual Mortgage Securities Corp.	2003-AR3	R	929227H33
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A1	929227L38
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A2	929227L46
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A3	929227L53
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A4	929227L61
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A5	929227L79
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A6	929227L87
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	A7	929227L95
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	X1	929227M29
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	X2	929227M37
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B1	929227M45
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B2	929227M52
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B3	929227M60
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B4	929227M86
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B5	929227M94
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	B6	929227N28
WA03A4	Washington Mutual Mortgage Securities Corp.	2003-AR4	R	929227M78
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	R-1	929227R73
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-1	929227Q82
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-2	929227Q90
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-3	929227R24
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-4	929227R32
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-5	929227R40
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-6	929227R57
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	A-7	929227R65
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	X-1	929227R81
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	X-2	929227R99
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-1	929227S23
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-2	929227S31
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-3	929227S49
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-4	929227S56
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-5	929227S64
WA03A5	Washington Mutual Mortgage Securities Corp.	2003-AR5	B-6	929227S72
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	A1	9292274D5
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	A2	9.29E+09
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	X1	9292274F0
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	X2	9292274G8
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B1	9292274H6
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B2	9292274J2
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B3	9292274K9
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B4	9292274M5
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B5	9292274N3
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	B6	9292274P8
WA03A6	Washington Mutual Mortgage Securities Corp.	2003-AR6	R	9292274L7
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A1	9292276D3
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A2	9.29E+07
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A3	9292276F8
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A4	9292276G6
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A5	9292276H4

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WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A6	9292276J0
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A7	9292276K7
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	A8	9292276L5
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	X	9292276M3
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B1	9292276N1
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B2	9292276P6
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B3	9292276Q4
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B4	9292276A9
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B5	9292276B7
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	B6	9292276C5
WA03A7	Washington Mutual Mortgage Securities Corp.	2003-AR7	R	9292276R2
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	R-1	92922FAX6
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	A-1	92922FAS7
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	X	92922FAT5
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-1	92922FAU2
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-2	92922FAV0
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-3	92922FAW8
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-4	92922FAY4
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-5	92922FAZ1
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	B-6	92922FBA5
WA03A8	Washington Mutual Mortgage Securities Corp.	2003-AR8	R-2	WA03A8R2U
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	R-1	92922FCE6
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-1	92922FBP2
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-2A	92922FBQ0
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-2B	92922FBR8
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-3	92922FBS6
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-4	92922FBT4
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-5	92922FBU1
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-6	92922FBV9
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-A-7	92922FBW7
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-1	92922FBY3
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-2	92922FBZ0
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-3	92922FCA4
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-4	92922FCF3
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-5	92922FCG1
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	I-B-6	92922FCH9
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-A	92922FBX5
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-1	92922FCB2
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-2	92922FCC0
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-3	92922FCD8
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-4	92922FCJ5
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-5	92922FCK2
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	II-B-6	92922FCL0
WA03A9	Washington Mutual Mortgage Securities Corp.	2003-AR9	R-2	WA03A9R2R
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	R-1	92922FEF1
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-1	92922FDU9
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-2	92922FDV7
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-3A	92922FDW5
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-3B	92922FDX3
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-4	92922FDY1
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-5	92922FDZ8
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-6	92922FEA2
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	A-7	92922FEB0

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WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-1	92922FEC8
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-2	92922FED6
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-3	92922FEE4
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-4	92922FEG9
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-5	92922FEH7
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	B-6	92922FEJ3
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	R-2SFEE	WA03AA215
WA03AA	Washington Mutual Mortgage Securities Corp.	2003-AR10	R-2	WA03AA216
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-1	92922FJA7
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-2	92922FJB5
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-3	92922FJC3
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-4	92922FJD1
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-5	92922FJE9
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	A-6	92922FJF6
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	X-1	92922FJG4
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	X-2	92922FJH2
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-1	92922FJJ8
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-2	92922FJK5
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-3	92922FJL3
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-4	92922FJN9
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-5	92922FJP4
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	B-6	92922FJQ2
WA03AB	Washington Mutual Mortgage Securities Corp.	2003-AR11	R	92922FJM1
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	R-1	92922FKV9
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-1	92922FKP2
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-2	92922FKQ0
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-3	92922FKR8
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-4	92922FKS6
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-5	92922FKT4
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	A-6	92922FKU1
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	X-1	92922FKW7
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-1	92922FKX5
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-2	92922FKY3
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-3	92922FKZ0
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-4	92922FLA4
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-5	92922FLB2
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	B-6	92922FLC0
WA03AC	Washington Mutual Mortgage Securities Corp.	2003-AR12	R-2	WA03ACAR2
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	A-1	92922FLD8
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	X	92922FLE6
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-1	92922FLF3
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-2	92922FLG1
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-3	92922FLH9
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-4	92922FLK2
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-5	92922FLL0
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	B-6	92922FLM8
WA04A1	Washington Mutual Mortgage Securities Corp.	2004-AR1	R-2	92922FLJ5
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	A	92922FNW4
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-1	92922FNX2
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-2	92922FNY0
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-3	92922FNZ7
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-4	92922FPB8
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-5	92922FPC6

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WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	B-6	92922FPD4
WA04A2	Washington Mutual Mortgage Securities Corp.	2004-AR2	R	92922FPA0
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	A-1	92922FNH7
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	A-2	92922FNJ3
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-1	92922FNL8
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-2	92922FNM6
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-3	92922FNN4
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-4	92922FNQ7
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-5	92922FNR5
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	B-6	92922FNS3
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	X	92922FNK0
WA04A3	Washington Mutual Mortgage Securities Corp.	2004-AR3	R	92922FNP9
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-1	92922FPN2
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-2	92922FPP7
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-3	92922FPQ5
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-4	92922FPR3
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-5	92922FPS1
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	A-6	92922FPT9
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-1	92922FPU6
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-2	92922FPV4
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-3	92922FPW2
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-4	92922FPY8
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-5	92922FPZ5
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	B-6	92922FQA9
WA04A4	Washington Mutual Mortgage Securities Corp.	2004-AR4	R	92922FPX0
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-1	92922FRX8
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-2	92922FRY6
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-3	92922FRZ3
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-4	92922FSA7
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-5	92922FSB5
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	A-6	92922FSC3
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-1	92922FSD1
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-2	92922FSE9
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-3	92922FSF6
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-4	92922FSH2
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-5	92922FSJ8
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	B-6	92922FSK5
WA04A5	Washington Mutual Mortgage Securities Corp.	2004-AR5	R	92922FSG4
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	A	92922FSL3
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	X	92922FSM1
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-1	92922FSN9
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-2	92922FSP4
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-3	92922FSQ2
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-4	92922FST6
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-5	92922FSU3
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	B-6	92922FSV1
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	R	92922FSS8
WA04A6	Washington Mutual Mortgage Securities Corp.	2004-AR6	Y	930108ZZ9
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-1	92922FSW9
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-2A	92922FSX7
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-2B	92922FTC2
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-3	92922FSY5
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-4	92922FSZ2

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WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-5	92922FTA6
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	A-6	92922FTB4
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-1	92922FTF5
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-2	92922FTG3
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-3	92922FTH1
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-4	92922FTT5
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-5	92922FTU2
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	B-6	92922FTV0
WA04A7	Washington Mutual Mortgage Securities Corp.	2004-AR7	R	92922FTD0
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	A-1	92922FTJ7
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	A-2	92922FUN6
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	A-3	92922FUP1
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	X	92922FTK4
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-1	92922FTL2
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-2	92922FTM0
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-3	92922FTN8
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-4	92922FTP3
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-5	92922FTQ1
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	B-6	92922FTR9
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	R	92922FTS7
WA04A8	Washington Mutual Mortgage Securities Corp.	2004-AR8	Y	930108ZZ8
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-1-A	92922FXJ2
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-1-B	92922FWU8
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-1-C	92922FWV6
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-2-A	92922FWW4
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-2-B	92922FWX2
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-2-C	92922FWY0
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	A-3	92922FWZ7
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	X	92922FXD5
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-1	92922FXA1
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-2	92922FXB9
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-3	92922FXC7
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-4	92922FXF0
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-5	92922FXG8
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	B-6	92922FXH6
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	R	92922FXE3
WA04AA	Washington Mutual Mortgage Securities Corp.	2004-AR10	Y	930108ZZ7
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-1	92922FZE1
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-2A	92922FZF8
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-2B	92922FZV3
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-3	92922FZG6
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-4A	92922FZH4
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-4B	92922FZJ0
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	A-5	92922FZK7
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-1	92922FZN1
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-2	92922FZP6
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-3	92922FZQ4
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	X	92922FZL5
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-4	92922FZS0
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-5	92922FZT8
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	B-6	92922FZU5
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	Y	WA04AR120
WA04AC	Washington Mutual Mortgage Securities Corp.	2004-AR12	R	92922FZR2

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WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	A-1A	92922FB49
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	A-1B1	92922FB56
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	A-1B2	92922FB64
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	A-2A	92922FB72
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	A-2B	92922FB80
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	X	92922FB98
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-1	92922FC22
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-3	92922FC48
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-4	92922FC55
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-5	92922FC63
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-2	92922FC30
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	B-6	92922FC71
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	Y	WA04AR130
WA04AD	Washington Mutual Mortgage Securities Corp.	2004-AR13	R	92922FC89
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A1A	939336X40
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A1B	939336X57
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A2A1	939336X65
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A2A2	939336X73
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A2A3	939336X81
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A2B	939336X99
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	A3	939336Z22
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	X	939336Y56
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B1	939336Y23
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B2	939336Y31
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B3	939336Y49
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B4	939336Y72
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B5	939336Y80
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	B6	939336Y98
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	Y	WA05A1101
WA05A1	Washington Mutual Mortgage Securities Corp.	2005-AR1	R	939336Y64
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	1A1A	92922FC97
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	1A1B	92922FE87
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A1A	92922FD21
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A1B	92922FD39
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A2A1	92922FD47
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A2A2	92922FD54
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A2A3	92922FD62
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A2B	92922FD70
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	2A3	92922FE95
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	X	92922FD88
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B1	92922FD96
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B2	92922FE20
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B3	92922FE38
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B4	92922FE46
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B5	92922FE53
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B6	92922FE61
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B7	92922FF29
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B8	92922FF37
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B9	92922FF45
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B10	92922FF52
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B11	92922FF60
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	B12	92922FF78
WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	Y	WA05A2301

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WA05A2	Washington Mutual Mortgage Securities Corp.	2005-AR2	R	92922FE79
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-1	92922FF94
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-2A	92922FG28
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-2B	92922FG36
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-3	92922FG44
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-4A	92922FG51
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-4B	92922FG69
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	A-5	92922FG77
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	X	92922FG85
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-1	92922FG93
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-2	92922FH27
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-3	92922FH35
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-4	92922FH50
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-5	92922FH68
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	B-6	92922FH76
WA05A4	Washington Mutual Mortgage Securities Corp.	2005-AR4	R	92922FH43
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	1-A-1A	92922FH84
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	1-A-1B	92922FH92
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	2-A-1A	92922FJ25
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	2-A-1B1	92922FJ33
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	2-A-1B2	92922FJ41
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	2-A-1B3	92922FL48
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	2-A-1C	92922FJ58
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	X	92922FJ66
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-1	92922FJ74
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-2	92922FJ82
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-3	92922FJ90
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-4	92922FK23
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-5	92922FK31
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-6	92922FK49
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-7	92922FK56
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-8	92922FK64
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-9	92922FK72
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-10	92922FK98
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-11	92922FL22
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	B-12	92922FL30
WA05A6	Washington Mutual Mortgage Securities Corp.	2005-AR6	R	92922FK80
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	1-A-1A	92922FR67
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1A	92922FR75
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1B1	92922FR83
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1B2	92922FR91
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1B3	92922FS25
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1C1	92922FS33
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1C2	92922FS41
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	2-A-1C3	92922FS58
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	X	92922FS66
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-1	92922FS74
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-2	92922FS82
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-3	92922FS90
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-4	92922FT24
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-5	92922FT32
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-6	92922FT40
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-7	92922FT57

Issue ID	Trust Name	Series	Class	CUSIP
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-8	92922FT65
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-9	92922FT73
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-10	92922FT99
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-11	92922FU22
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	B-12	92922FU30
WA05A8	Washington Mutual Mortgage Securities Corp.	2005-AR8	R	92922FT81
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-1A	92922FU48
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-1B	92922FU55
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-1C1	92922FU63
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-1C2	92922FU71
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-1C3	92922FU89
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	A-2A	92922FU97
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-1	92922FV39
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-2	92922FV47
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-3	92922FV54
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	X	92922FV21
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-4	92922FV70
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-5	92922FV88
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	B-6	92922FV96
WA05A9	Washington Mutual Mortgage Securities Corp.	2005-AR9	R	92922FV62
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1A	92922F2G2
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1B1	92922F2H0
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1B2	92922F2J6
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1B3	92922F2K3
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1C1	92922F2L1
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1C2	92922F2M9
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1C3	92922F2N7
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	A-1C4	92922F2P2
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	X	92922F2Q0
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-1	92922F2R8
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-2	92922F2S6
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-3	92922F2T4
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-4	92922F2U1
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-5	92922F2V9
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-6	92922F2W7
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-7	92922F2X5
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-8	92922F2Y3
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-9	92922F2Z0
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-10	92922F3B2
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-11	92922F3C0
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-12	92922F3D8
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	B-13	92922F3E6
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	PPP	92922F3Z9
WA05AA	Washington Mutual Mortgage Securities Corp.	2005-AR11	R	92922F3A4
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1A1	92922F4M7
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1A2	92922F4N5
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1A3	92922F4P0
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1B1	92922F4Q8
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1B2	92922F4R6
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1B3	92922F4S4
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1C1	92922F4T2
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1C2	92922F4U9
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1C3	92922F4V7

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WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	A-1C4	92922F4W5
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	X	92922F4X3
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-1	92922F4Y1
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-2	92922F4Z8
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-3	92922F5A2
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-4	92922F5B0
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-5	92922F5C8
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-6	92922F5D6
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-7	92922F5E4
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-8	92922F5F1
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-9	92922F5G9
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-10	92922F5M6
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-11	92922F5N4
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-12	92922F5P9
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-13	92922F5Q7
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	B-14	92922F5R5
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	PPP	92922F5S3
WA05AB	WaMu Asset Acceptance Corp.	2005-AR13	R	92922F5H7
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A1	92922F6W3
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A2	92922F6X1
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A3	92922F6Y9
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A4A	92922F6Z6
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A4B	92922F7A0
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	1-A5	92922F7B8
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	2-A1	92922F7C6
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	2-A2	92922F7D4
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	2-A3	92922F7E2
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	2-A4	92922F7F9
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-1	92922F7G7
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-2	92922F7H5
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-3	92922F7J1
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-4	92922F7L6
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-5	92922F7M4
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	B-6	92922F7N2
WA05AC	WaMu Asset Acceptance Corp.	2005-AR16	R	92922F7K8
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	1-A1	92922F8K7
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	1-A2	92922F8L5
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	1-A3A	92922F8M3
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	1-A3B	92922F8N1
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	1-A4	92922F8P6
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	2-A1	92922F8Q4
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	2-A2	92922F8R2
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	2-A3	92922F8S0
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	3-A1	92922F8T8
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	3-A2	92922F8U5
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-1	92922F8V3
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-2	92922F8W1
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-3	92922F8X9
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-4	92925CAG7
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-5	92925CAH5
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	B-6	92925CAJ1
WA05AD	WaMu Asset Acceptance Corp.	2005-AR18	R	92922F8Y7
WA0601	Washington Mutual Home Equity Trust	2006-1	A	WA0601001

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WA0601	Washington Mutual Home Equity Trust	2006-1	R	WA0601002
WA0602	WaMu	2006-OA1	A	WA0602001
WA0602	WaMu	2006-OA1	R	WA0602002
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	1A-1A	92925CCC4
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	1A-1B	92925CCD2
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	2A-1A	92925CCE0
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	2A-1B	92925CCF7
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	2A-1C	92925CCG5
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	X	92925CCH3
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-1	92925CCJ9
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-2	92925CCK6
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-3	92925CCL4
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-4	92925CCM2
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-5	92925CCN0
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-6	92925CCP5
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-7	92925CCQ3
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-8	92925CCR1
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-9	92925CCS9
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-10	92925CCU4
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-11	92925CCV2
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-12	92925CCW0
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-13	92925CCX8
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	B-14	92925CCY6
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	PPP	92925CCZ3
WA06A1	WaMu Asset Acceptance Corp.	2006-AR1	R	92925CCT7
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	A-1A	92925CDA7
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	A-1B	92925CDB5
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	A-1C	92925CDC3
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	X	92925CDE9
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-1	92925CDF6
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-2	92925CDG4
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-3	92925CDH2
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-4	92925CDJ8
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-5	92925CDK5
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-6	92925CDL3
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-7	92925CDM1
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-8	92925CDN9
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-9	92925CDP4
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-10	92925CEB4
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-11	92925CEC2
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-12	92925CED0
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-13	92925CEE8
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	B-14	92925CEF5
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	PPP	92925CEG3
WA06A3	WaMu Asset Acceptance Corp.	2006-AR3	R	92925CDD1
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1A-1A	93934FPN6
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1A-1B	93934FPP1
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1A-1C1	93934FPQ9
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1A-1C2	93934FPR7
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1A-1C3	93934FPS5
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	2A-1A	93934FPT3
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1X-1A	93934FPU0
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	1X-1B	93934FPV8

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WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	2X	93934FPW6
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-1	93934FPX4
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-2	93934FPY2
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-3	93934FPZ9
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-4	93934FQA3
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-5	93934FQB1
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-6	93934FQC9
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-7	93934FQD7
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-8	93934FQE5
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-9	93934FQF2
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-10	93934FPH9
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-11	93934FPJ5
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-12	93934FPK2
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-13	93934FPL0
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	B-14	93934FPM8
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	PPP	93934FQH8
WA06A4	Washington Mutual Mortgage Securities Corp.	2006-AR4	R	93934FQG0
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1A	93362YAA0
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1A2A	93362YAB8
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1A2B	93362YAC6
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1B1	93362YAD4
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1B2	93362YAE2
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	A1B3	93362YAF9
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B1	93362YAH5
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B2	93362YAJ1
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B3	93362YAK8
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B4	93362YAL6
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B5	93362YAM4
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B6	93362YAN2
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B7	93362YAP7
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B8	93362YAQ5
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B9	93362YAR3
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	X	93362YAG7
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B10	93362YAU6
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B11	93362YAV4
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B12	93362YAW2
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B13	93362YAX0
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	B14	93362YAY8
WA06A5	WaMu Asset Acceptance Corp.	2006-AR5	R	93362YAS1
WA06C1	WM Covered Bond Program	Series 1	R-1	WA06C1001
WA06C2	WM Covered Bond Program	Series 2	R-1	WA06C2001
WA0701	WaMu	2007-Flex1	A	WA0701301
WA0701	WaMu	2007-Flex1	R	WA0701302
WA07C3	WM Covered Bond Program	Series 3	R-1	WA07C3001
WA07H1	WaMu	2007-HE1	I-A	933631AA1
WA07H1	WaMu	2007-HE1	II-A1	933631AB9
WA07H1	WaMu	2007-HE1	II-A2	933631AC7
WA07H1	WaMu	2007-HE1	II-A3	933631AD5
WA07H1	WaMu	2007-HE1	II-A4	933631AE3
WA07H1	WaMu	2007-HE1	M-1	933631AF0
WA07H1	WaMu	2007-HE1	M-2	933631AG8
WA07H1	WaMu	2007-HE1	M-3	933631AH6
WA07H1	WaMu	2007-HE1	M-4	933631AJ2

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WA07H1	WaMu	2007-HE1	M-5	933631AK9
WA07H1	WaMu	2007-HE1	M-6	933631AL7
WA07H1	WaMu	2007-HE1	M-7	933631AM5
WA07H1	WaMu	2007-HE1	M-8	933631AN3
WA07H1	WaMu	2007-HE1	M-9	933631AP8
WA07H1	WaMu	2007-HE1	B-1	933631AQ6
WA07H1	WaMu	2007-HE1	B-2	933631AR4
WA07H1	WaMu	2007-HE1	R	WA07H1303
WA07H1	WaMu	2007-HE1	C	WA07H1301
WA07H1	WaMu	2007-HE1	R-CX	WA07H1304
WA07H1	WaMu	2007-HE1	P	WA07H1302
WA07H1	WaMu	2007-HE1	R-PX	WA07H1305
WA07N1	WaMu CI NIM Notes	2007-WM1	N-1	92933UAA0
WA07N1	WaMu CI NIM Notes	2007-WM1	N-2	92933UAB8
WA07N1	WaMu CI NIM Notes	2007-WM1	SUB	WA07N1101

EXHIBIT 3

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement") is entered into as of August 19, 2016 (the "Agreement Date"), by and among (i) Deutsche Bank National Trust Company, solely in its capacity as trustee (the "Trustee") of the residential mortgage-backed securities trusts identified on Exhibit A hereto (the "Trusts"); (ii) JPMorgan Chase Bank, N.A. ("JPMC") and Washington Mutual Mortgage Securities Corporation ("WMMSC," and, together with JPMC, "JPMorgan"); and (iii) the Federal Deposit Insurance Corporation in both its capacity as receiver for Washington Mutual Bank (the "FDIC-Receiver") and in its corporate capacity ("FDIC-Corporate" and, together with the FDIC-Receiver, the "FDIC"). Each of the Trustee, JPMorgan, and the FDIC may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Washington Mutual Bank ("WMB") or certain of WMB's affiliates were the Seller, Sponsor, Depositor, or Servicer for those certain residential mortgage-backed securitizations identified on the attached Exhibit A;

WHEREAS, on September 25, 2008, the Office of Thrift Supervision closed WMB and appointed the FDIC as receiver and the FDIC accepted the appointment; on the same day the FDIC-Receiver sold certain of WMB's assets and liabilities to JPMC pursuant to that certain Purchase & Assumption Agreement among the FDIC-Receiver, FDIC-Corporate, and JPMC, dated September 25, 2008 (the "P&A Agreement");

WHEREAS, certain WMB Entities are parties to certain Governing Agreements, and certain WMB Entities or JPMorgan Entities have, at times, acted as Servicer, Bond Administrator, or Master Servicer for certain of the Trusts pursuant to certain of the Governing Agreements;

WHEREAS, pursuant to the Governing Agreements, WMB and certain other WMB Entities have contributed or sold loans originated by various entities to the Trusts (the "Mortgage Loans");

WHEREAS, the Trustee has alleged that certain Mortgage Loans held by the Trusts were contributed or sold to the Trusts in breach of representations and warranties contained in the Governing Agreements (the "Rep and Warranty Claims") and that certain Mortgage Loans held by the Trusts were not serviced in accordance with the Governing Agreements (the "Servicing Claims");

WHEREAS, the Trustee filed a proof of claim with the FDIC-Receiver asserting the Rep and Warranty Claims and the Servicing Claims and subsequently commenced the action titled *Deutsche Bank National Trust Company v. FDIC, et al.*, No. 09-cv-1656 (RMC) (D.D.C.) (the "WMB Action") to litigate the Trusts' Rep and Warranty Claims and Servicing Claims;

WHEREAS, the FDIC and JPMorgan dispute all of the allegations made by the Trustee, including all claims and allegations of any breach of any provision of any Governing Agreement, whether specifically asserted in the WMB Action or not, and each waives no rights and preserves all of their respective defenses;

WHEREAS, the FDIC and JPMorgan contend that any Rep and Warranty Claims and Servicing Claims, to the extent they exist, relate to conduct that occurred prior to September 25, 2008 and are in many instances time-barred;

WHEREAS, the Parties have disputed in the WMB Action the allocation of responsibility, if any, between JPMorgan and the FDIC-Receiver for the Trusts' Rep and Warranty Claims and Servicing Claims;

WHEREAS, various disputes exist between the FDIC and JPMC concerning their respective rights and obligations under the P&A Agreement, including but not limited to claims for indemnification under Article XII thereof and all claims asserted in the Related Actions (defined below);

WHEREAS, the Parties, through counsel, have engaged in extensive arm's-length and good faith settlement negotiations, including through a mediation facilitated over the course of multiple months by Robert Meyer of JAMS;

WHEREAS, the unaudited receivership balance sheet summary for WMB published by the FDIC-Receiver for the period ending December 31, 2015 stated that, as of that date, the current assets of the WMB Receivership Estate were approximately \$2,756,378,000; the WMB Receivership had approximately \$7,206,000 in administrative liabilities; holders of WMB senior debt held allowed claims in the WMB Receivership in the amount of \$6,077,557,000; and the Receivership had other allowed general unsecured claims in the approximate amount of \$19,250,000;

WHEREAS, the Parties have agreed to settle and resolve, fully and finally, pursuant to this Settlement Agreement (i) all claims alleged in the WMB Action by the Trusts against the FDIC and any other claims that the Trusts have against the FDIC under the Governing Agreements or otherwise, and (ii) as between the FDIC and JPMorgan, all disputes relating to WMB, including all claims asserted in the WMB Action and the Related Actions (defined below) and all disputes concerning indemnification under Article XII of the P&A Agreement, except as expressly preserved in this Settlement Agreement; and

WHEREAS, pursuant to a separate agreement that was negotiated confidentially by the Trustee and JPMorgan, to which the FDIC is not a party and which imposes no obligations on the FDIC, the Trustee and JPMorgan have agreed to enter into this Settlement Agreement and to other terms in order to settle all disputes between them, including all claims alleged in the WMB Action by the Trusts against JPMorgan and any other claims that the Trusts have against JPMorgan under the Governing Agreements (the "Trustee-JPMorgan Agreement").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

ARTICLE I. DEFINITIONS

As used in this Settlement Agreement, in addition to the terms otherwise defined herein, the following terms have the meanings set forth below (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Settlement Agreement).

1.01. “Bond Administrator” means with respect to any Trust, the JPMorgan Entity or Entities, if any, responsible for bond administration or enforcing any rights or obligations that arise in connection with bond administration for any Trust.

1.02. “Effective Date” means the date of Final Court Approval in accordance with Section 2.01 below.

1.03. “Final Allocation Approval” means a final and non-appealable judgment (including the expiration of any time to apply for discretionary review) entered by the Approval Court (as defined herein) approving the Trustee’s proposed allocation among the Trusts (and if sought by the Trustee, of the Trustee’s or any other calculation agent’s proposed allocation among classes of securities related to any Trust) of amounts to be received by the Trustee pursuant to this Settlement, or such other allocation as the Approval Court may determine to be appropriate.

1.04. “Final Court Approval” means a final and non-appealable judgment (including the expiration of any time to apply for discretionary review) entered by the Approval Court (as defined herein) (i) determining that the Trustee acted reasonably and in good faith within the bounds of its discretion in entering into the Settlement, (ii) finding that Investors received legally sufficient notice of the Approval Proceeding (as defined below) and an opportunity to object, (iii) barring any Investors from asserting claims against the Trustee based upon its prosecution of the Action and entry into the Settlement, and (iv) declaring that the Settlement Agreement and the Trustee-JPMorgan Agreement is binding on the Trusts; provided, however, that the Trustee may in its discretion waive or agree to variances in sub-parts (i) and (iii).

1.05. “Governing Agreement” means any Pooling and Servicing Agreement, Assignment and Assumption Agreement, Indenture, Mortgage Loan Purchase Agreement or other agreement governing or related to any Trust.

1.06. “Investors” means all holders of any Securities, and their successors in interest, assigns, pledgees, and transferees.

1.07. “JPMorgan Entity” means JPMC, WMMSC or any entity presently or formerly affiliated with JPMC or WMMSC.

1.08. “Master Servicer” means, with respect to any Trust, the JPMorgan Entity or Entities, if any, responsible for master servicing or enforcing any rights or obligations that arise in connection with master servicing such Trust.

1.09. “P&A Decision” means the Amended Order and Amended Memorandum Opinion entered June 17, 2015 in the WMB Action.

1.10. “P&A Indemnitees” means the “Indemnitees,” as such term is defined in the P&A Agreement.

1.11. “Person” means any (i) individual, corporation, company, partnership (including any limited partnership or limited liability partnership), limited liability company, joint venture, association, trust (including a common law trust, business trust, statutory trust or any other form of trust), or other entity or unincorporated organization, or (ii) any government or any governmental authority or agency.

1.12. “Related Actions” means those three certain pending actions by and between the FDIC and JPMorgan that are docketed as related to the WMB Action (D.D.C. Nos. 10-cv-505, 12-cv-450, and 13-cv-1997).

1.13. “Release” means release, waiver, and discharge, and the term “Released” has a correlative meaning.

1.14. “Securities” means securities, notes, bonds, certificates or other instruments issued by the Trusts.

1.15. “Servicer” means, with respect to any Trust, the JPMorgan Entity or Entities, if any, responsible for servicing or enforcing any rights or obligations that arise in connection with servicing any Mortgage Loans therein.

1.16. “Settlement” means the negotiated settlement set forth in this Settlement Agreement.

1.17. “Trustee” means Deutsche Bank National Trust Company and any separate or successor trustees for the Trusts appointed pursuant to the respective Governing Agreements, court orders confirming their appointment, or otherwise.

1.18. “WMB Entity” means WMB or any entity formerly affiliated with WMB.

1.19. “WMB Receivership Estate” means the receivership administered by the FDIC-Receiver of what was, prior to September 25, 2008, WMB.

ARTICLE II. TRUSTEE APPROVAL PROCESS

2.01. Effective Date. Article III of this Settlement Agreement (other than Section 3.10) will be effective upon and only upon Final Court Approval having been secured prior to termination of this Settlement Agreement as provided for in Section 2.03. The rest of this Settlement Agreement (including Section 3.10) will be binding and effective upon each Party as of the Agreement Date, subject to termination as provided for in Section 2.03.

2.02. Trustee Judicial Approval Proceeding.

(a) The Trustee undertakes to use its reasonable best efforts to seek Final Court Approval promptly through a judicial instruction proceeding (“Judicial Approval Proceeding”) in California Superior Court, Orange County (the “Approval Court”).

JPMorgan and the FDIC will reasonably cooperate with the Trustee and use their reasonable best efforts to assist the Trustee in obtaining Final Court Approval of this Settlement Agreement, but neither JPMorgan nor the FDIC will have financial responsibility for the Judicial Approval Proceeding.

(b) In connection with the Judicial Approval Proceeding, the Trustee may, in its discretion, also seek Final Allocation Approval, provided however, that the Trustee will seek any Final Allocation Approval in the form of a separate order from the Approval Court and Final Allocation Approval will not be an element of Final Court Approval, it being the express intention of the Parties that any objections by Investors to the Trustee's proposed allocation or other allocation as may be ordered by the Approval Court, or any delay in obtaining Final Allocation Approval, will not affect Final Court Approval. Unless the Trustee elects to forego seeking Final Allocation Approval, in the event Final Court Approval is obtained prior to Final Allocation Approval, the Trustee will not distribute amounts received by the Trustee pursuant to this Settlement to the Trusts prior to Final Allocation Approval.

2.03. Termination. Unless otherwise extended by written agreement of the Parties, this Settlement Agreement will automatically terminate (i) in the event Final Court Approval has not been obtained on or before June 30, 2019, or (ii) prior to June 30, 2019, on the first business day following which securing Final Court Approval becomes legally impossible. For purposes of this Settlement Agreement, Final Court Approval will become legally impossible if and when the Approval Court has entered a final and non-appealable (including the expiration of any time to apply for discretionary review) judgment denying Final Court Approval.

ARTICLE III. SETTLEMENT TERMS

3.01. Trustee Allowed Claim. Upon the Effective Date, the Trustee will be deemed to have an allowed general unsecured creditor claim in the WMB Receivership Estate in the amount of \$3,006,929,660 (the "Trustee Allowed Claim"). The claim will be evidenced by a notice of allowance of claim from the FDIC-Receiver's claims agent in charge addressed to the Trustee as provided in Section 4.09. The FDIC-Receiver will treat the Trustee Allowed Claim proportionally with all other allowed general unsecured claims and will not subordinate or otherwise diminish the Trustee Allowed Claim. Any and all distributions on account of the Trustee Allowed Claim will be made by the FDIC-Receiver to the Trustee as and when the FDIC-Receiver makes distributions to other general unsecured creditors holding allowed claims in the WMB Receivership Estate. All distributions made by the FDIC-Receiver on account of the Trustee Allowed Claim will be made to an account designated by the Trustee. The maintenance, allocation, or distribution of all payments made by the FDIC-Receiver to the Trustee on account of the Trustee Allowed Claim will be the sole responsibility of the Trustee after receipt. The Trustee will, in the exercise of its reasonable discretion, and subject to approval or modification by the Approval Court, allocate among the Trusts any amounts available for distribution to the Trusts.

3.02. Payment to JPMC. The FDIC-Receiver agrees to pay JPMC \$645,000,000 from the WMB Receivership Estate (the "JPMC Payment"). The FDIC-Receiver agrees to make the

JPMC Payment to JPMC within 10 business days of the Effective Date by wire transfer to an account to be designated by JPMorgan in writing.

3.03. Release of FDIC by Trustee and Trusts. Upon the Effective Date, the Trusts, the Trustee, any successor to the Trustee for any Trust, and any Person claiming by, through or on behalf of any Trust (including any Investor, or group of Investors, claiming to act derivatively for any Trust) (collectively, the “Trusts Releasers”), each irrevocably and unconditionally grants a full, final, and complete Release to each of FDIC-Corporate, the FDIC-Receiver, the WMB Receivership Estate, and (in their capacities as such) each of the past and present directors, officers, employees or agents of FDIC-Corporate or the FDIC-Receiver (all of the foregoing specified or described in this clause, collectively, the “FDIC Releasees”), of and from:

(x) all claims asserted in the WMB Action;

(y) all Rep and Warranty Claims and all Servicing Claims; and

(z) all claims, demands, liabilities, losses, debts, costs, expenses, obligations, defaults or events of default, damages, rights, causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity, that any Trusts Releaser may have ever had prior to the Agreement Date, may have at the Agreement Date, or after the Agreement Date, in each case against any FDIC Releasee that arose or arise under or out of, or were or are based upon or relate to, any Governing Agreement or the contribution, sale or delivery of any Mortgage Loan to any Trust, including without limitation that arose or arise under, or were or are based upon or relate to, (aa) any representation or warranty made, or alleged to have been made, by any WMB Entity (including any breach or inaccuracy, or alleged breach or inaccuracy, of any thereof), (bb) any obligation, or alleged obligation, to give notice of any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty, (cc) any obligation, or alleged obligation, of any WMB Entity or any FDIC entity to repurchase any Mortgage Loan, (dd) the origination or performance of any Mortgage Loan, (ee) any obligation, or alleged obligation, of any WMB Entity or any FDIC entity to enforce any claim for any breach of any representation or warranty against any originator of any Mortgage Loan (including but not limited to any demands already made by the Trustee or any Investors), (ff) the documentation of any Mortgage Loan including with respect to allegedly defective, incomplete, or non-existent documentation, or issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a mortgage or mortgage note, or any alleged failure to provide notice of such defective, incomplete or non-existent documentation, or (gg) the servicing, master servicing, or bond administration of any Mortgage Loan (including but not limited to any claim relating to the timing of collection efforts or foreclosure efforts, any foreclosure delays on Mortgage Loans that as of the Effective Date are already in the process of foreclosure, loss mitigation, transfers to subservicers, advances, servicing advances, or claims that servicing includes an obligation to take any action or provide any notice towards, or with respect to, the possible repurchase of Mortgage Loans by the applicable Servicer, Master Servicer, Seller, or any other Person).

3.04. FDIC/JPMorgan Mutual Release.

(a) Subject to sub-part (b) below, upon the Effective Date and receipt of the JPMC Payment pursuant to Section 3.02:

(i) each of the FDIC-Receiver and FDIC-Corporate irrevocably and unconditionally grants a full, final, and complete Release to each of JPMorgan and (determined solely as of the Agreement Date) all of its past and present parents, subsidiaries and affiliates, and (in their capacities as such) their officers, directors, employees and agents (all of the foregoing specified or described in this clause, collectively, the “JPMorgan Releasees”) of and from:

(x) all claims asserted in the WMB Action or the Related Actions;
and

(y) all claims, demands, liabilities, losses, debts, costs, expenses, obligations, defaults or events of default, damages, rights, causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity, that have been or could have been brought that relate to WMB or the WMB Receivership Estate, including those that arise under or are based upon Article XII of the P&A Agreement; and

(ii) each of JPMC (on its own behalf and on behalf of each P&A Indemnitee (JPMC and the P&A Indemnitees, collectively, the “JPMC Releasers”)) and WMMSC irrevocably and unconditionally grants a full, final, and complete Release to each of the FDIC Releasees of and from:

(x) all claims asserted in the WMB Action or the Related Actions;
and

(y) all claims, demands, liabilities, losses, debts, costs, expenses, obligations, defaults or events of default, damages, rights, causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity, that have been or could have been brought that relate to WMB or the WMB Receivership Estate, including those that arise under or are based upon Article XII of the P&A Agreement.

(b) Notwithstanding the foregoing, (A) the Releases granted by the FDIC-Receiver and FDIC-Corporate pursuant to Section 3.04(a)(i) will not:

(i) apply to any claim asserted by the FDIC-Receiver against any JPMorgan Releasee in the action titled *Federal Deposit Insurance Corporation as*

Receiver for Amcore Bank, N.A., et al. v. Bank of America Corporation, et al., No. 1:14-cv-01757 (S.D.N.Y.), or in any other action brought by the FDIC-Receiver in a foreign jurisdiction against a non-JPMorgan Releasee entity based on alleged manipulation of the U.S. Dollar London Interbank Offered Rate, even if any JPMorgan Releasee is subsequently added as a party to such action by a non-JPMorgan defendant;

(ii) apply to any claim by or on behalf of the FDIC-Receiver in its capacity as a non-opt-out class member in the consolidated or centralized actions currently known as the following, including any successor actions: (aa) *In re Treasury Securities Auction Antitrust Litigation*, MDL No. 2673 (S.D.N.Y.); (bb) *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 1:13-cv-07789 (S.D.N.Y.); and (cc) *In re Credit Default Swaps Antitrust Litigation*, MDL No. 2476 (S.D.N.Y.);

(iii) apply to any claim asserted by or on behalf of the FDIC-Receiver as a class member in the consolidated or centralized actions currently known as *Alaska Electrical Pension Fund, et al. v. Bank of America Corp., et al.*, No. 1:14-cv-07126 (S.D.N.Y.), and *Public School Teachers' Pension and Retirement Fund of Chicago v. Bank of America Corp., et al.*, No. 1:15-cv-09319 (S.D.N.Y.), including any successor actions, or in the event the FDIC-Receiver elects to opt out of any class in any of those actions, to any opt-out claim brought by the FDIC-Receiver on the same subject;

(iv) limit, waive, or compromise any right, claim, or ownership interest of the FDIC-Receiver retained against persons other than JPMorgan Releasees under Section 3.5 and Schedule 3.5 of the P&A Agreement, including without limitation claims arising under Section 3.5 and Schedule 3.5 of the P&A Agreement relating to restitution orders against third parties, and the FDIC-Receiver retains the right to recover from JPMorgan any payment from a third party incorrectly made to JPMorgan;

(v) limit, waive, or compromise the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority; or

(vi) apply to any claim of the Federal Deposit Insurance Corporation in its capacity as receiver for any institution other than WMB.

(B) the Releases granted by the JPMC Releasers and WMMSC pursuant to Section 3.04(a)(ii) will not limit, waive, or compromise any right or defense that any JPMorgan Releaser or WMMSC may have in connection with any of the matters set forth in Section 3.04(b)(A), including but not limited to any argument that such claims have been released as part of the Bankruptcy Settlement (as defined below) or Bankruptcy Court order incorporating the Bankruptcy Settlement, or any right to recover fees and costs incurred in connection with the defense of such claims; and

(C) the Releases granted pursuant to Section 3.04(a) will not:

(i) apply to the settlement relating to the BKK Facility (as described in Section 3.09 below), or to any claim thereunder; or

(ii) apply to Sections 6.3 and 6.4 of the P&A Agreement; provided, however, that the FDIC and JPMC commit to confer in good faith and agree upon a reasonable procedure to identify records for which retention continues to be required and to provide for the orderly destruction of other WMB records in the ordinary course of business; or

(iii) apply to the obligations in Sections 2.4(a)(i)-(iv), 2.4(b)-(m), and 2.11(b); the releases in Sections 3.2 and 3.3; and the covenants in Sections 5.1(b) and (d) and Sections 5.2(b) and (d) of the Second Amended and Restated Settlement Agreement dated February 7, 2011, as amended, among JPMC, the FDIC, Washington Mutual, Inc., and other parties (the "Bankruptcy Settlement").

3.05. Release of the Trustee by FDIC. Upon the Effective Date, each of the FDIC-Receiver and FDIC-Corporate irrevocably and unconditionally Releases the Trustee from all claims or liabilities of any kind whatsoever, whether known or unknown, arising out of or relating to the Trustee's proof of claim filed with the FDIC-Receiver and the WMB Action.

3.06. Release of Unknown Claims. Each Party 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 Parties acknowledge that inclusion of the provisions providing for the release of unknown claims in Sections 3.03, 3.04 and 3.05 was a material and separately bargained for element of this Settlement Agreement.

3.07. Claims Under Settlement Agreement Preserved. The foregoing Releases are not intended to, and do not, Release any Party's representations, warranties, covenants or obligations under this Settlement Agreement (or any claim with respect thereto).

3.08. The P&A Decision.

(a) Without conceding the merits of any arguments that may have been made by the Parties, the Parties agree to accept the P&A Decision as final and binding. Upon Final Court Approval, if that occurs, the FDIC-Receiver and the Trustee agree to withdraw and dismiss (without fees or costs) their appeals of the P&A Decision that are currently pending in the U.S. Court of Appeals for the D.C. Circuit (the "Appeal").

(b) As to obligations or liabilities for repurchase of, or make-whole payments on account of, loans securitized or sold by WMB or any of its affiliates, the FDIC-Receiver and JPMorgan agree that JPMC has already expended more than the amount of the Book Value of the corresponding reserve reflected on WMB's accounting records (which is how the Court in the WMB Action construed "Books and Records" in Section 2.1 of the P&A Agreement) as of September 25, 2008, and further agree that JPMC bears no further obligation or liability for such obligations or liabilities under Section 2.1 of the P&A Agreement.

(c) The FDIC-Receiver further agrees that, where requested by JPMorgan in writing and to the extent consistent with this Agreement, the FDIC-Receiver will in writing inform third parties that may be asserting or threatening to assert claims against JPMC that the P&A Decision is the final and binding interpretation of the P&A Agreement and, when applicable, that such third party's claim is barred thereby.

3.09. BKK Agreement. JPMC and the FDIC-Receiver both agree to comply with the "2016 FDIC/JPMC Settlement Agreement" signed by the FDIC-Receiver on June 9, 2016 and JPMC on June 13, 2016 relating to the BKK Facility, as defined therein, including to cooperate with one another and to timely execute all further documents that may reasonably be required to finalize such settlement agreement. The \$3 million payment by the FDIC-Receiver to JPMC required under the terms of the "2016 FDIC/JPMC Settlement Agreement" will be made by wire transfer to an account to be designated by JPMorgan.

3.10. Stay of All Litigation Pending Judicial Approval Proceeding; Dismissal of Actions After Effective Date. The Parties agree to jointly seek to have the Appeal stayed, and to have the current stay of the WMB Action continued, and JPMC and the FDIC will jointly seek to have the Related Actions stayed, with each such stay to remain in effect pending Final Court Approval or termination in accordance with Section 2.03, above. Upon Final Court Approval, if that occurs, the Parties will dismiss (with prejudice but without fees or costs) the WMB Action and the Related Actions.

ARTICLE IV. MISCELLANEOUS PROVISIONS

4.01. Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Settlement Agreement, has had an opportunity to consult with counsel of its own choosing or voluntarily waived such right, and enters into this Settlement Agreement voluntarily and without duress. This Settlement Agreement is a settlement of disputed matters.

4.02. No Admission of Breach or Wrongdoing. The FDIC and JPMorgan have denied and continue to deny any breach, fault, liability, or wrongdoing. This denial is with respect to, without limitation, allegations of breaches of representations and warranties, allegations of violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any securitizations, including those for which WMB or WMMSA was the Seller, Sponsor, Servicer, Master Servicer or Depositor. Neither this Settlement Agreement, nor any proceedings relating to this Settlement Agreement, nor any of the terms of the Settlement Agreement, will be construed or asserted as, or deemed or asserted to be evidence of, or otherwise used or asserted as, an admission or concession on the part of the FDIC-Receiver,

FDIC-Corporate, JPMC or WMMSC with respect to any claim or any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that any Party has or could have asserted, provided, for the avoidance of doubt, that nothing in this sentence qualifies the express obligations of the Parties under Section 3.08 and the last sentence of Section 3.10. No statement made by any Party to this Settlement Agreement in support of the Settlement, or any request for judicial instruction in connection with the Settlement, may be admissible (or may be submitted) in any other proceeding for any purpose.

4.03. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Settlement Agreement. Delivery of a signature page to this Settlement Agreement by facsimile or other electronic means will be effective as delivery of the original signature page to this Settlement Agreement.

4.04. Joint Drafting. This Settlement Agreement will be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Settlement Agreement, no provision may be construed and interpreted for or against any of the Parties because such provision or any other provision of the Settlement Agreement as a whole was purportedly prepared or requested by such Party.

4.05. Entire Agreement. This Settlement Agreement contains the entire agreement among the FDIC, on the one hand, and the Trustee and JPMorgan, on the other, concerning the subject matter of the Settlement, and may be modified, altered, amended, or supplemented only in a writing signed by all of the Parties.

4.06. Authority. Each Party represents and warrants that each Person who executes this Settlement Agreement on its behalf is duly authorized to execute this Settlement Agreement on behalf of the respective Party, and that such Party has full knowledge of and has consented to this Settlement Agreement. Each Party represents and warrants to the others that this is a binding obligation, enforceable against such Party in accordance with its terms. JPMC represents and warrants that it has the authority to grant the Release set forth in Section 3.04(a)(ii) on behalf of the P&A Indemnitees.

4.07. No Third Party Beneficiaries. There are no third party beneficiaries of this Settlement Agreement. Nothing in this Agreement is intended or may be construed to create any third party beneficiary rights in any creditors of the WMB Receivership or holders of certificates issued by any Trusts.

4.08. Headings. The headings of all sections of this Settlement Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

4.09. Notices. All notices or demands given or made by one Party to any other Party relating to this Settlement Agreement must be in writing and either personally served or sent by registered or certified mail, postage paid, return receipt requested, overnight delivery service, or by electronic mail transmission, and will be deemed to be given for purposes of this Settlement Agreement on the earlier of the date of actual receipt or three days after the deposit thereof in the

mail or the electronic transmission of the message. Unless a different or additional address for subsequent notices is specified in a notice sent or delivered in accordance with this Section, such notices or demands must be sent as follows:

Trustee:

To:

David Co
Deutsche Bank National Trust Company
1761 E. Saint Andrews Place
Santa Ana, CA 92705
David.co@db.com

-and-

Matthew Kalinowski
Deutsche Bank Legal Department
60 Wall Street, 36th Floor
New York, NY 10005
Matthew.kalinowski@db.com

With copies to:

John Rosenthal
Morgan Lewis & Bockius LLP
One Market Street
San Francisco, CA 94105
jrosenthal@morganlewis.com

-and-

Robin Henry
Boies, Schiller & Flexner LLP
333 Main Street
Armonk, NY 10504
rhenry@bsflp.com

JPMorgan:

To:

JPMorgan Chase & Co.
270 Park Avenue
New York, NY 10017
Attn: Stacey Friedman, General Counsel
Stacey.friedman@chase.com

With copies to:

Robert Sacks
Sullivan & Cromwell LLP
1888 Century Park East, Suite 2100
Los Angeles, CA 90067
sacksr@sullcrom.com

-and-

Annette Rizzi
JPMorgan Chase & Co.
4 New York Plaza, 19th Floor
New York, NY 10004
Annette.c.rizzi@jpmchase.com

-and-

John Costango
JPMorgan Chase & Co.
270 Park Avenue, 10th Floor/NY1-K272
New York, NY 10017

FDIC:

To:

Keith E. Carson
Federal Deposit Insurance Corporation
WMB Receiver In Charge
1601 Bryan Street
Dallas, TX 75201
keicarson@fdic.gov

-and-

Daniel Kurtenbach
Federal Deposit Insurance Corporation
FDIC in its Corporate Capacity
3501 Fairfax Drive
Arlington, VA 22226
dkurtenbach@fdic.gov

With copies to:

Kathryn R. Norcross
Federal Deposit Insurance Corporation
3501 Fairfax Drive
Arlington, VA 22226
knorcross@fdic.gov

-and-

Scott H. Christensen
Hughes Hubbard & Reed LLP
1775 I Street, N.W., Suite 600
Washington, DC 20006
scott.christensen@hugheshubbard.com

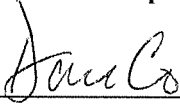
4.10. Governing Law. This Settlement Agreement, and any disputes arising under or in connection with this Settlement Agreement, are to be governed by and construed in accordance with the federal law of the United States of America, and in the absence of controlling federal law, in accordance with the laws of the State of New York, without giving effect to the choice of laws principles thereof.

4.11 Expenses. Each Party will pay its own expenses, including the fees and expenses of its accountants, advisors, and counsel, in connection with negotiating, preparing, closing and carrying out this Settlement Agreement and the transactions contemplated thereby.

***REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Agreement Date first written above.

Deutsche Bank National Trust Company, as Trustee

Signature: _____ 

Name: _____ **David Co**

Title: _____ **Director**

Signature: _____ 

Name: _____ **Ronaldo Reyes**

Title: _____ **Vice President**

Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank

Signature: _____

Name: _____

Title: _____

Federal Deposit Insurance Corporation in its corporate capacity

Signature: _____

Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

Signature: _____

Name: _____

Title: _____

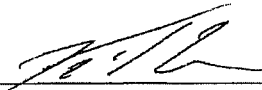
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Agreement Date first written above.

Deutsche Bank National Trust Company, as Trustee


Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank

Signature: 
Name: KEITH E. CARSON
Title: RECEIVER

Federal Deposit Insurance Corporation in its corporate capacity

Signature: 
Name: KATHRYN R. NORCROSS
Title: SENIOR COUNSEL

JPMorgan Chase Bank, N.A.

Signature: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Agreement Date first written above.

Deutsche Bank National Trust Company, as Trustee

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank

Signature: _____

Name: _____

Title: _____

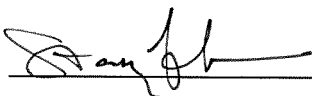
Federal Deposit Insurance Corporation in its corporate capacity

Signature: _____

Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

Signature: 

Name: Stacy Feldman

Title: General Counsel

Washington Mutual Mortgage Securities Corporation

Signature: *A. Horan*

Name: Anthony J. Horan

Title: Vice President & Assistant Secretary

EXHIBIT A
TRUSTS

Long Beach Home Equity Loan Trust 2000-LB1
Long Beach Mortgage Loan Trust 2000-1
Long Beach Mortgage Loan Trust 2001-1
Long Beach Mortgage Loan Trust 2001-2
Long Beach Mortgage Loan Trust 2001-3
Long Beach Mortgage Loan Trust 2001-4
Long Beach Mortgage Loan Trust 2002-1
Long Beach Mortgage Loan Trust 2002-2
Long Beach Mortgage Loan Trust 2002-5
Long Beach Mortgage Loan Trust 2003-1
Long Beach Mortgage Loan Trust 2003-2
Long Beach Mortgage Loan Trust 2003-3
Long Beach Mortgage Loan Trust 2003-4
Long Beach Mortgage Loan Trust 2004-1
Long Beach Mortgage Loan Trust 2004-2
Long Beach Mortgage Loan Trust 2004-3
Long Beach Mortgage Loan Trust 2004-4
Long Beach Mortgage Loan Trust 2004-5
Long Beach Mortgage Loan Trust 2004-6
Long Beach Mortgage Loan Trust 2005-1
Long Beach Mortgage Loan Trust 2005-2
GSAMP Trust 2005-S2
Long Beach Mortgage Loan Trust 2005-WL1
Long Beach Mortgage Loan Trust 2005-3
Long Beach Mortgage Loan Trust 2005-WL2
Long Beach Mortgage Loan Trust 2005-WL3
GSAMP Trust 2006-S1
Long Beach Mortgage Loan Trust 2006-WL1
Long Beach Mortgage Loan Trust 2006-WL2
Long Beach Mortgage Loan Trust 2006-WL3
Long Beach Mortgage Loan Trust 2006-1
Long Beach Mortgage Loan Trust 2006-2
Long Beach Mortgage Loan Trust 2006-3
Long Beach Mortgage Loan Trust 2006-4
Long Beach Mortgage Loan Trust 2006-A
Long Beach Mortgage Loan Trust 2006-5
Long Beach Mortgage Loan Trust 2006-6
Long Beach Mortgage Loan Trust 2006-7
Long Beach Mortgage Loan Trust 2006-8
Long Beach Mortgage Loan Trust 2006-9
Long Beach Mortgage Loan Trust 2006-10
Long Beach Mortgage Loan Trust 2006-11
WaMu Asset Acceptance Corp. 2007-HE1
Washington Mutual Mortgage Securities Corp. 2000-1

Washington Mutual Mortgage Securities Corp. 2001-7
Washington Mutual Mortgage Securities Corp. 2001-AR3
Washington Mutual Mortgage Securities Corp. 2002-AR2
Washington Mutual Mortgage Securities Corp. 2002-AR6
Washington Mutual Mortgage Securities Corp. 2002-AR9
Washington Mutual Mortgage Securities Corp. 2002-AR12
Washington Mutual Mortgage Securities Corp. 2002-AR13
Washington Mutual Mortgage Securities Corp. 2002-AR14
Washington Mutual Mortgage Securities Corp. 2002-AR15
Washington Mutual Mortgage Securities Corp. 2002-AR16
Washington Mutual Mortgage Securities Corp. 2002-AR17
Washington Mutual Mortgage Securities Corp. 2002-AR18
Washington Mutual Mortgage Securities Corp. 2002-AR19
Washington Mutual Mortgage Securities Corp. 2003-AR1
Washington Mutual Mortgage Securities Corp. 2003-AR2
Washington Mutual Mortgage Securities Corp. 2003-AR3
Washington Mutual Mortgage Securities Corp. 2003-AR4
Washington Mutual Mortgage Securities Corp. 2003-AR5
Washington Mutual Mortgage Securities Corp. 2003-AR6
Washington Mutual Mortgage Securities Corp. 2003-AR7
Washington Mutual Mortgage Securities Corp. 2003-AR8
Washington Mutual Mortgage Securities Corp. 2003-AR9
Washington Mutual Mortgage Securities Corp. 2003-AR10
Washington Mutual Mortgage Securities Corp. 2003-AR11
Washington Mutual Mortgage Securities Corp. 2003-AR12
Washington Mutual Mortgage Securities Corp. 2004-AR1
Washington Mutual Mortgage Securities Corp. 2004-AR2
Washington Mutual Mortgage Securities Corp. 2004-AR3
Washington Mutual Mortgage Securities Corp. 2004-AR4
Washington Mutual Mortgage Securities Corp. 2004-AR5
Washington Mutual Mortgage Securities Corp. 2004-AR6
Washington Mutual Mortgage Securities Corp. 2004-AR7
Washington Mutual Mortgage Securities Corp. 2004-AR8
Washington Mutual Mortgage Securities Corp. 2004-AR10
Washington Mutual Mortgage Securities Corp. 2004-AR12
Washington Mutual Mortgage Securities Corp. 2004-AR13
Washington Mutual Mortgage Securities Corp. 2005-AR1
Washington Mutual Mortgage Securities Corp. 2005-AR2
Washington Mutual Mortgage Securities Corp. 2005-AR4
Washington Mutual Mortgage Securities Corp. 2005-AR6
Washington Mutual Mortgage Securities Corp. 2005-AR8
Washington Mutual Mortgage Securities Corp. 2005-AR9
Washington Mutual Mortgage Securities Corp. 2005-AR11
WaMu Asset Acceptance Corp. 2005-AR13
WaMu Asset Acceptance Corp. 2005-AR16
WaMu Asset Acceptance Corp. 2005-AR18

Washington Mutual Home Equity Trust I (PSA Cut-Off Date January 31, 2006)
WaMu 2006-OA1
WaMu Asset Acceptance Corp. 2006-AR1
WaMu Asset Acceptance Corp. 2006-AR3
Washington Mutual Mortgage Securities Corp. 2006-AR4
WaMu Asset Acceptance Corp. 2006-AR5
WaMu 2007-Flex1
Morgan Stanley ABS Capital I Inc. 2000-1
Coast Federal 1992-1

EXHIBIT B
WMMSC-RELATED TRUSTS

Washington Mutual Mortgage Securities Corp. 2001-AR3
Washington Mutual Mortgage Securities Corp. 2002-AR2
Washington Mutual Mortgage Securities Corp. 2002-AR6
Washington Mutual Mortgage Securities Corp. 2002-AR9
Washington Mutual Mortgage Securities Corp. 2002-AR12
Washington Mutual Mortgage Securities Corp. 2002-AR13
Washington Mutual Mortgage Securities Corp. 2002-AR14
Washington Mutual Mortgage Securities Corp. 2002-AR15
Washington Mutual Mortgage Securities Corp. 2002-AR16
Washington Mutual Mortgage Securities Corp. 2002-AR17
Washington Mutual Mortgage Securities Corp. 2002-AR18
Washington Mutual Mortgage Securities Corp. 2002-AR19
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Washington Mutual Mortgage Securities Corp. 2004-AR10
Washington Mutual Mortgage Securities Corp. 2004-AR12
Washington Mutual Mortgage Securities Corp. 2004-AR13
Washington Mutual Mortgage Securities Corp. 2005-AR1
Washington Mutual Mortgage Securities Corp. 2005-AR2
Washington Mutual Mortgage Securities Corp. 2005-AR4
Washington Mutual Mortgage Securities Corp. 2005-AR6
Washington Mutual Mortgage Securities Corp. 2005-AR8
Washington Mutual Mortgage Securities Corp. 2005-AR9
Washington Mutual Mortgage Securities Corp. 2005-AR11

EXHIBIT 4

TRUSTEE-JPMORGAN AGREEMENT

This agreement (the "Trustee-JPMorgan Agreement") is entered into as of August 19, 2016, by and among (i) Deutsche Bank National Trust Company, in its capacity as trustee (the "Trustee") of certain residential mortgage-backed securities trusts identified in Exhibit A hereto (the "Trusts"), and (ii) JPMorgan Chase Bank, N.A. ("JPMC") and Washington Mutual Mortgage Securities Corporation ("WMMSC," and, together with JPMC, "JPMorgan"). Each of the Trustee and JPMorgan may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties, together with the Federal Deposit Insurance Corporation, both in its corporate capacity ("FDIC-Corporate") and as receiver for Washington Mutual Bank (the "FDIC-Receiver", and together with the FDIC-Corporate, the "FDIC") have entered into a Settlement Agreement dated as of August 19, 2016, to resolve all claims asserted in the WMB Action and the Related Actions, and various other matters as set forth therein (the "Settlement Agreement");

WHEREAS, to negotiate the terms of the Settlement Agreement with the FDIC in a way that allocated value and addressed, in a manner acceptable to each of the Trustee and JPMorgan, all of their disputes with respect to the WMB Action, the Parties reached an agreement with one another (as amended on May 31, 2016, the "Negotiating Agreement") regarding the allocation, within an agreed upon range, of any distributions and/or payments that either of them received as a result of those negotiations (the "Agreed Allocation");

WHEREAS, as part of the overall Settlement, the Parties have also negotiated and reached further agreements with respect to certain matters that do not involve the FDIC;

WHEREAS, in negotiating these agreements, the Parties participated in extensive mediation efforts facilitated by Robert Meyer of JAMS;

WHEREAS, under the term of the Settlement Agreement, JPMorgan will receive a payment from the FDIC-Receiver in the amount of \$645 million and the Trustee will receive a receivership certificate in an amount that is anticipated, based on information about the current assets and liabilities of the WMB Receivership Estate provided by the FDIC, to yield a distribution of approximately \$695 million; and

WHEREAS, the Parties are entering into this Trustee-JPMorgan Agreement to set forth their mutual understandings and agreements as to these additional matters, which are integral elements of the overall Settlement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, effective upon the Effective Date:

**ARTICLE I.
DEFINITIONS**

1.01. In addition to the terms otherwise defined herein, capitalized terms shall have the meanings as set forth in the Settlement Agreement.

**ARTICLE II.
SERVICING**

2.01. Subservicing Protocol. JPMorgan shall implement the Subservicing Protocol attached as Exhibit B hereto within 10 days of Final Court Approval.

2.02. Sale or Transfer of Servicing Rights. Effective upon Final Court Approval, the Trustee agrees to consent to JPMorgan's selling or assigning, and agrees to waive any provision of the Governing Agreements that purportedly would prevent JPMorgan from selling or assigning, its servicing obligations for mortgage loans held by the Trusts ("Mortgage Loans") to (a) a Successor Servicer identified on Exhibit C hereto, which servicers are approved by the Trustee without further evidence of qualification, including waiver of any right the Trustee might have under any Governing Agreement to receive written confirmation from any rating agencies that the servicing transfer will not cause a downgrade in the rating of the securities issued by the related Trust, or (b) another transferee servicer meeting the qualifications of a servicer set forth in the applicable Governing Agreements subject only to the consent of the Trustee, such consent not to be unreasonably withheld; *provided, however*, that any sale, assignment, or transfer shall be contingent on the Successor Servicer's agreement to comply with all material aspects of the Subservicing Protocol in connection with the purchase of servicing rights related to the Mortgage Loans in the Trusts. The Trustee further agrees that JPMorgan may sell or assign its master servicing obligations for the Trusts to a transferee master servicer meeting the qualifications of a master servicer set forth in the applicable Governing Agreements. The Trustee and JPMorgan acknowledge that the sale or assignment of servicing or master servicing does not constitute a resignation by JPMorgan or its affiliates under the Governing Agreements. Upon request by JPMorgan, the Trustee shall execute such documents as may reasonably be necessary to reflect its consent as provided in this section.

**ARTICLE III.
FURTHER AGREEMENTS**

3.01. Trustee Judicial Approval Proceeding. In connection with the Judicial Approval Proceeding referenced in Section 2.02 of the Settlement Agreement, JPMorgan will reasonably cooperate with the Trustee and use its reasonable best efforts to assist the Trustee in obtaining Final Court Approval of this Trustee-JPMorgan Agreement, but JPMorgan will have no financial responsibility for the Judicial Approval Proceeding.

3.02. Release of JPMorgan by Trustee and Trusts. Upon the Effective Date, the Trusts, the Trustee, any successor to the Trustee for any Trust, and any Person claiming by, through or on behalf of any Trust (including any Investor, or group of Investors, claiming to act derivatively for any Trust) (collectively, the "Trusts Releasers"), each irrevocably and unconditionally grants a full, final, and complete Release to JPMorgan and all of its past and present parents,

subsidiaries and affiliates, and (in their capacities as such) their officers, directors, employees and agents (all of the foregoing specified or described in this clause, collectively, the “JPMorgan Releasees”) of and from:

- (x) all claims asserted in the WMB Action;
- (y) all Rep and Warranty Claims and all Servicing Claims; and
- (z) all claims, demands, liabilities, losses, debts, costs, expenses, obligations, defaults or events of default, damages, rights, causes of action of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, fixed or contingent, in contract, tort, or otherwise, secured or unsecured, accrued or unaccrued, whether direct or derivative, arising under law or equity, that any Trusts Releasor may have ever had prior to the Agreement Date, may have at the Agreement Date, or after the Agreement Date, in each case against any JPMorgan Releasee that arose or arise under or out of, or were or are based upon or relate to, any Governing Agreement or the contribution, sale or delivery of any Mortgage Loan to any Trust, including without limitation that arose or arise under, or were or are based upon or relate to, (aa) any representation or warranty made, or alleged to have been made, by any WMB Entity or JPMorgan Entity (including any breach or inaccuracy, or alleged breach or inaccuracy, of any thereof), (bb) any obligation, or alleged obligation, to give notice of any breach or inaccuracy, or alleged breach or inaccuracy, of any representation or warranty, (cc) any obligation, or alleged obligation, of any WMB Entity or any JPMorgan Entity to repurchase any Mortgage Loan, (dd) the origination or performance of any Mortgage Loan, (ee) any obligation, or alleged obligation, of any WMB Entity or any JPMorgan Entity to enforce any claim for any breach of any representation or warranty against any originator of any Mortgage Loan (including but not limited to any demands already made by the Trustee or any Investors), (ff) the documentation of any Mortgage Loan including with respect to allegedly defective, incomplete, or non-existent documentation, or issues arising out of or relating to recordation, title, assignment, or any other matter relating to legal enforceability of a mortgage or mortgage note, or any alleged failure to provide notice of such defective, incomplete or non-existent documentation, or (gg) the servicing, master servicing, or bond administration of any Mortgage Loan (including but not limited to any claim relating to the timing of collection efforts or foreclosure efforts, any foreclosure delays on Mortgage Loans that as of the Effective Date are already in the process of foreclosure, loss mitigation, transfers to subservicers, advances, servicing advances, or claims that servicing includes an obligation to take any action or provide any notice towards, or with respect to, the possible repurchase of Mortgage Loans by the applicable Servicer, Master Servicer, Seller, or any other Person).

3.03. Release of Litigation Claims. Upon the Effective Date, the Trustee and JPMorgan each irrevocably and unconditionally releases the other from all claims or liabilities of any kind whatsoever, whether known or unknown, arising out of or relating to the prosecution and defense of the WMB Action.

3.04. Release of Unknown Claims. Each of the Trustee and JPMorgan 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 Trustee and JPMorgan acknowledge that inclusion of the provisions providing for the release of unknown claims in the foregoing releases was a material and separately bargained for element of this Trustee-JPMorgan Agreement.

3.05. Claims Under this Trustee-JPMorgan Agreement and Settlement Agreement Preserved. The foregoing Releases are not intended to, and do not, Release any of the Trustee’s or JPMorgan’s representations, warranties, covenants or obligations under this Trustee-JPMorgan Agreement or the Settlement Agreement (or any claim with respect thereto).

3.06. Recoveries from the WMB Receivership Estate Compensate the Trusts. The Trustee and JPMorgan agree to comply with the Agreed Allocation as set forth in the Negotiating Agreement. To the extent the Trustee receives a distribution from the WMB Receivership Estate that is attributable to a recovery obtained by the WMB Receivership Estate from a payment in any of the matters identified in Section 3.04(b)(i)-(iii) of the Settlement Agreement (a “Carve-Out Distribution”), then the Trustee shall not pay such Carve-Out Distribution to JPMorgan pursuant to the following Section; provided, however, that (a) this restriction on the Carve-Out Distribution shall not apply to any payment from a third party in any of the matters identified in Section 3.04(b)(i)-(iii) of the Settlement Agreement for any claim for which JPMorgan is not also responsible or jointly liable, and (b) this provision shall in no way change the economics of the Agreed Allocation and the Trustee shall preserve the Agreed Allocation by re-allocating other payments to JPMorgan to the fullest extent possible to compensate for any Carve-Out Distribution. In consideration of and pursuant to the Agreed Allocation, the Trustee and JPMorgan agree that the amount of the Trustee Allowed Claim supports the release of all Rep and Warranty Claims and Servicing Claims against the FDIC, the WMB Receivership Estate, and JPMorgan, including WMMSC, and that no further allocation of payments from JPMorgan to the Trustee or from the Trustee to JPMorgan beyond the Agreed Allocation shall be required.

3.07. Distributions from the WMB Receivership Estate. The Trustee agrees to pay any amounts due to JPMorgan pursuant to the Agreed Allocation within 14 days of receipt by the Trustee. The Trustee further agrees to provide JPMorgan with a statement on a quarterly basis (March 31, June 30, September December 31) that sets forth the amount of all distributions it has received from the FDIC-Receiver on account of the Trustee Allowed Claim during that quarter. The Parties agree to reasonably cooperate with one another and share information to enable them both to track distributions and payments from the FDIC-Receiver. The Parties agree to suspend

the quarterly reporting requirement set forth in this paragraph when they mutually determine that no additional distributions are anticipated to be received from FDIC-Receiver in the foreseeable future, provided, however, that the suspension of such reporting requirement shall not be deemed to relieve the Trustee of its obligation to report and remit to JPMorgan any amounts actually received and payable to JPMorgan under the Agreed Allocation.

3.08. Allocation of Proceeds Among Trusts. The allocation of proceeds to be received by the Trustee pursuant to the Settlement Agreement and this Agreement among the Trusts shall be the sole responsibility of the Trustee, subject to approval of and/or modification by the Approval Court. Prior to the filing of the Judicial Approval Proceeding, or at such earlier time as the Trustee and JPMorgan may agree, the Trustee shall notify JPMorgan of its proposed plan of allocation among the Trusts. The Trustee agrees to seek approval from the Approval Court of its proposed allocation among Trusts in an order that is separate from the order in which it will seek Final Judicial Approval of the Settlement, it being the express intention of the Parties that such that any objections to the Trustee's allocation among Trusts should not prevent or delay Final Judicial Approval. The proceeds of the Settlement allocated by the Trustee to any Trust in accordance with the Final Allocation Approval shall be distributed to particular classes of securities of such Trust in accordance with the Governing Documents. JPMorgan agrees not to seek to recoup any servicing advance from any proceeds of the Settlement distributed to a Trust.

3.09. Administration and Servicing of the Mortgage Loans. The releases granted to the JPMorgan Releasees under this Trustee-JPMorgan Agreement do not include claims—including claims arising out of breaches of the obligations to service Mortgage Loans pursuant to the standards set forth in the Governing Agreements and this Trustee-JPMorgan Agreement—that arise after the Agreement Date and are based, in whole or in part on any actions, inactions, or practices of the any JPMorgan Releasee as to the servicing of the Mortgage Loans held by the related Trusts; provided, however, that as of the Agreement Date the Trustee covenants not to assert, and as of the Effective Date they release, any future claim for breach of the Governing Agreements based upon the implementation of the practices set forth in the Subservicing Protocol or resulting from any foreclosure delays on Mortgage Loans that as of the Effective Date are already in the process of foreclosure. In addition, the releases granted to the JPMorgan Releasees in this Trustee-JPMorgan Agreement do not include claims, if any, for any existing obligations any JPMorgan Releasee has in the ordinary course as servicer under the Governing Agreements to account or remit funds for individual Mortgage Loans to a particular Trust or to prepare and timely provide any report it is obligated to provide under the Governing Agreements, or to prepare tax-related information.

3.10. Financial-Guaranty Provider Rights and Obligations. Without in any way suggesting that any such rights exist, to the extent that any third party guarantor or financial-guaranty provider with respect to any Trust has rights or obligations independent of the rights or obligations of the Investors in such Trust, the Trustee, or the Trust, the releases and waivers granted to the JPMorgan Releasees in this Trustee-JPMorgan Agreement are not intended to and shall not release such rights, if any, provided, however, that JPMorgan reserves all rights with respect to the position it may take on whether the resolution of Rep and Warranty Claims and Servicing Claims pursuant to the Settlement Agreement or this Trustee-JPMorgan Agreement, or the impact of the P&A Decision, which the parties have agreed is final and binding, shall offset or otherwise bar any claims asserted by a third party guarantor or financial-guaranty provider.

3.11. Settlement Agreement Rights. The Parties do not release or waive any rights or claims against each other to enforce the terms of the Settlement Agreement or this Trustee-JPMorgan Agreement, including the Subservicing Protocol.

3.12. Disclosure Claims. Without in any way implying that any claims exist or would not be time barred, the releases and waivers granted to the JPMorgan Releasees in this Trustee-JPMorgan Agreement do not include any direct individual claims for securities fraud or other alleged disclosure violations (“Disclosure Claims”) that an Investor may seek to assert based upon such Investor’s purchase or sale of Securities; provided, however, that the question of the extent to which any payment made or benefit conferred pursuant to the Settlement Agreement or this Trustee-JPMorgan Agreement may constitute an offset or credit against, or a reduction in the gross amount of, any such claim shall be determined in the action in which such claim is raised, and, notwithstanding any other provision in this Agreement, the Parties reserve all rights with respect to the position they may take on that question in those actions and acknowledge that all other Persons similarly reserve such rights.

3.13. Certain Indemnification and Reimbursement Rights; Servicer’s Obligations to Make Prudent Advances. The releases and waivers granted to the JPMorgan Releasees in this Trustee-JPMorgan Agreement do not (a) release (i) any such person’s indemnification or reimbursement obligations that run to the personal benefit of the Trustee (and not to the benefit of the Trusts), if and to the extent applicable, under the terms of the applicable Governing Agreements, or (ii) contribution, set off, common-law indemnity or other claims that run to the personal benefit of the Trustee (and not to the benefit of the Trusts), if any, in the event of a third-party claim against the Trustees, provided, however, that this shall not be construed as a waiver of N.Y. Gen. Obl. Law § 15-108 (or any other similar, equivalent or analogous federal or state law or legal principle) and all JPMorgan Releasees shall retain any and all rights under N.Y. Gen. Obl. Law § 15-108 (and/or such other similar, equivalent or analogous law or other legal principle); or (b) relieve any JPMorgan Releasee acting as a servicer or master servicer for any Trust of its existing obligation to make prudent advances of principal and interest, under the terms of the Governing Agreements. Except as set forth in Section 3.08, above, JPMorgan’s right to recoup servicer advances under the Governing Agreements shall not be affected. Nothing in this Section shall be construed to suggest that JPMorgan agrees that the Trustee has any valid right as set forth in this Section.

3.14. Settlement Credit. In the event the Trustee is or becomes subject to a non-barred claim relating to its conduct with respect to any of the matters settled herein, the Trustee shall, subject to the remainder of this sentence, be barred from asserting any claim for contribution, setoff or non-contractual indemnification against any JPMorgan Releasee to the extent such a right would otherwise exist, but shall be entitled to an offset for the greater of a dollar credit for the amount of the share of the Settlement proceeds allocated to the relevant Trust on which the Trustee is subject to a non-barred claim or a proportionate offset based upon the JPMorgan Releasee’s fault.

3.15. Correction of Document Defects. The releases and waivers granted to the JPMorgan Releasees under this Trustee-JPMorgan Agreement do not release any party from an existing obligation under the Governing Agreements to provide and/or procure, as applicable, documents needed to cure document defects; provided, however, that any claims for monetary

damages against the JPMorgan Releasees based upon the failure to cure such defects shall be released.

ARTICLE IV. GENERAL PROVISIONS

4.01. No Amendments to Settlement Agreement or Governing Agreements. Except as explicitly provided for herein, the Parties agree that this Trustee-JPMorgan Agreement is not intended to, and shall not be argued or deemed to constitute, an amendment of any term of the Settlement Agreement or any Governing Agreement; *provided, however*, that compliance with this Trustee-JPMorgan Agreement's terms concerning loan servicing (including implementation of the Subservicing Protocol) shall be deemed compliance with the Governing Agreements and the Trustee shall not make any subsequent claim to the contrary.

4.02. Voluntary Agreement. Each Party acknowledges that it has read all of the terms of this Trustee-JPMorgan Agreement and the Settlement Agreement, has consulted with counsel of its own choosing concerning this Agreement and the Settlement Agreement, and enters into this Trustee-JPMorgan Agreement voluntarily and without duress.

4.03. No Admission of Breach or Wrongdoing. JPMorgan has denied and continues to deny any breach, fault, liability, or wrongdoing. This denial includes, but is not limited to, allegations of breaches of representations and warranties, violations of state or federal securities laws, and other claims sounding in contract or tort in connection with any securitizations, including those for which WMB or WMMSC was the Seller, Sponsor, Servicer, Master Servicer or Depositor. Neither this Trustee-JPMorgan Agreement, any proceedings relating to this Trustee-JPMorgan Agreement, nor any of the terms herein, shall be construed as, or deemed to be evidence of, an admission or concession on the part of any Party with respect to any claim or of any breach, liability, fault, wrongdoing, or damage whatsoever, or with respect to any infirmity in any defense that either Party has or could have asserted. No statements made by any Party to this Trustee-JPMorgan Agreement in support of the Settlement, or any request for judicial instruction or Judicial Approval, shall be admissible in any other proceeding for any purpose.

4.04. Counterparts. This Trustee-JPMorgan Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a signature page by facsimile or other electronic means shall be effective as delivery of the original signature page.

4.05. Joint Drafting. This Trustee-JPMorgan Agreement shall be deemed to have been jointly drafted by the Parties, and in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the Parties because such provision or any other provision of the agreement as a whole is purportedly prepared or requested by such Party.

4.06. Entire Agreement. This Agreement and the Settlement Agreement contain the entire agreement between the Parties, and may only be modified, altered, amended, or supplemented in writing signed, in the case of the Settlement Agreement, by the FDIC, the Trustee and JPMorgan, and in the case of this Agreement, by the Trustee and JPMorgan. All

prior agreements and understandings between the Parties concerning the subject matter hereof are superseded by the terms of this Agreement and the Settlement Agreement. The Trustee and JPMorgan each represent and warrant to the other that in entering into this Agreement, it has not relied on any promises, statement, representation, or commitments not set forth in this Agreement or in the Settlement Agreement.

4.07. Specific Performance. It is understood that money damages are not a sufficient remedy for any breach of this Trustee-JPMorgan Agreement, and the Parties shall have the right, in addition to any other rights and remedies contained herein, to seek specific performance, injunctive, or other equitable relief as a remedy for any such breach.

4.08. Authority. Each Party represents and warrants that each Person who executes this Trustee-JPMorgan Agreement on its behalf is duly authorized to execute this agreement on behalf of the respective Party, and that such Party has full knowledge of and has consented to this Trustee-JPMorgan Agreement. Each Party represents and warrants to the other that this Agreement is a binding agreement, enforceable against such Party in accordance with its terms.

4.09. No Third Party Beneficiaries. There are no third party beneficiaries of this Trustee-JPMorgan Agreement.

4.10. Headings. The headings of all sections of this Trustee-JPMorgan Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

4.11. Notices. All notices or demands given or made by one Party to the other relating to this Trustee-JPMorgan Agreement shall be in writing and delivered to the other at the address specified in, and in accordance with the notice provisions of, the Settlement Agreement.

4.12. Governing Law. This Trustee-JPMorgan Agreement, and any disputes arising under or in connection with it, are to be governed by and construed in accordance with the laws of the State of New York, without giving effect to the choice of laws principles thereof.

4.13. Press Statements. The Parties agree that any press statements concerning this Trustee-JPMorgan Agreement shall be factual and non-disparaging.

4.14. Termination. Unless otherwise extended by written agreement of the Parties, this Trustee-JPMorgan Agreement will automatically terminate in the event the Settlement Agreement terminates in accordance with Section 2.03 thereof.

Remainder of this page is intentionally left blank – signatures follow.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the Agreement Date first written above.

Deutsche Bank National Trust Company, solely in its capacity as Trustee of the Trusts

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

Signature: Stacey Friedman

Name: Stacey Friedman

Title: General Counsel

Washington Mutual Mortgage Securities Corporation

Signature: _____

Name: _____

Title: _____

EXHIBIT A
TRUSTS

Long Beach Home Equity Loan Trust 2000-LB1
Long Beach Mortgage Loan Trust 2000-1
Long Beach Mortgage Loan Trust 2001-1
Long Beach Mortgage Loan Trust 2001-2
Long Beach Mortgage Loan Trust 2001-3
Long Beach Mortgage Loan Trust 2001-4
Long Beach Mortgage Loan Trust 2002-1
Long Beach Mortgage Loan Trust 2002-2
Long Beach Mortgage Loan Trust 2002-5
Long Beach Mortgage Loan Trust 2003-1
Long Beach Mortgage Loan Trust 2003-2
Long Beach Mortgage Loan Trust 2003-3
Long Beach Mortgage Loan Trust 2003-4
Long Beach Mortgage Loan Trust 2004-1
Long Beach Mortgage Loan Trust 2004-2
Long Beach Mortgage Loan Trust 2004-3
Long Beach Mortgage Loan Trust 2004-4
Long Beach Mortgage Loan Trust 2004-5
Long Beach Mortgage Loan Trust 2004-6
Long Beach Mortgage Loan Trust 2005-1
Long Beach Mortgage Loan Trust 2005-2
GSAMP Trust 2005-S2
Long Beach Mortgage Loan Trust 2005-WL1
Long Beach Mortgage Loan Trust 2005-3
Long Beach Mortgage Loan Trust 2005-WL2
Long Beach Mortgage Loan Trust 2005-WL3
GSAMP Trust 2006-S1
Long Beach Mortgage Loan Trust 2006-WL1
Long Beach Mortgage Loan Trust 2006-WL2
Long Beach Mortgage Loan Trust 2006-WL3
Long Beach Mortgage Loan Trust 2006-1
Long Beach Mortgage Loan Trust 2006-2
Long Beach Mortgage Loan Trust 2006-3
Long Beach Mortgage Loan Trust 2006-4
Long Beach Mortgage Loan Trust 2006-A
Long Beach Mortgage Loan Trust 2006-5
Long Beach Mortgage Loan Trust 2006-6
Long Beach Mortgage Loan Trust 2006-7
Long Beach Mortgage Loan Trust 2006-8
Long Beach Mortgage Loan Trust 2006-9
Long Beach Mortgage Loan Trust 2006-10
Long Beach Mortgage Loan Trust 2006-11
WaMu Asset Acceptance Corp. 2007-HE1
Washington Mutual Mortgage Securities Corp. 2000-1

Washington Mutual Mortgage Securities Corp. 2001-7
Washington Mutual Mortgage Securities Corp. 2001-AR3
Washington Mutual Mortgage Securities Corp. 2002-AR2
Washington Mutual Mortgage Securities Corp. 2002-AR6
Washington Mutual Mortgage Securities Corp. 2002-AR9
Washington Mutual Mortgage Securities Corp. 2002-AR12
Washington Mutual Mortgage Securities Corp. 2002-AR13
Washington Mutual Mortgage Securities Corp. 2002-AR14
Washington Mutual Mortgage Securities Corp. 2002-AR15
Washington Mutual Mortgage Securities Corp. 2002-AR16
Washington Mutual Mortgage Securities Corp. 2002-AR17
Washington Mutual Mortgage Securities Corp. 2002-AR18
Washington Mutual Mortgage Securities Corp. 2002-AR19
Washington Mutual Mortgage Securities Corp. 2003-AR1
Washington Mutual Mortgage Securities Corp. 2003-AR2
Washington Mutual Mortgage Securities Corp. 2003-AR3
Washington Mutual Mortgage Securities Corp. 2003-AR4
Washington Mutual Mortgage Securities Corp. 2003-AR5
Washington Mutual Mortgage Securities Corp. 2003-AR6
Washington Mutual Mortgage Securities Corp. 2003-AR7
Washington Mutual Mortgage Securities Corp. 2003-AR8
Washington Mutual Mortgage Securities Corp. 2003-AR9
Washington Mutual Mortgage Securities Corp. 2003-AR10
Washington Mutual Mortgage Securities Corp. 2003-AR11
Washington Mutual Mortgage Securities Corp. 2003-AR12
Washington Mutual Mortgage Securities Corp. 2004-AR1
Washington Mutual Mortgage Securities Corp. 2004-AR2
Washington Mutual Mortgage Securities Corp. 2004-AR3
Washington Mutual Mortgage Securities Corp. 2004-AR4
Washington Mutual Mortgage Securities Corp. 2004-AR5
Washington Mutual Mortgage Securities Corp. 2004-AR6
Washington Mutual Mortgage Securities Corp. 2004-AR7
Washington Mutual Mortgage Securities Corp. 2004-AR8
Washington Mutual Mortgage Securities Corp. 2004-AR10
Washington Mutual Mortgage Securities Corp. 2004-AR12
Washington Mutual Mortgage Securities Corp. 2004-AR13
Washington Mutual Mortgage Securities Corp. 2005-AR1
Washington Mutual Mortgage Securities Corp. 2005-AR2
Washington Mutual Mortgage Securities Corp. 2005-AR4
Washington Mutual Mortgage Securities Corp. 2005-AR6
Washington Mutual Mortgage Securities Corp. 2005-AR8
Washington Mutual Mortgage Securities Corp. 2005-AR9
Washington Mutual Mortgage Securities Corp. 2005-AR11
WaMu Asset Acceptance Corp. 2005-AR13
WaMu Asset Acceptance Corp. 2005-AR16
WaMu Asset Acceptance Corp. 2005-AR18

Washington Mutual Home Equity Trust I (PSA Cut-Off Date January 31, 2006)
WaMu 2006-OA1
WaMu Asset Acceptance Corp. 2006-AR1
WaMu Asset Acceptance Corp. 2006-AR3
Washington Mutual Mortgage Securities Corp. 2006-AR4
WaMu Asset Acceptance Corp. 2006-AR5
WaMu 2007-Flex1
Morgan Stanley ABS Capital I Inc. 2000-1
Coast Federal 1992-1

EXHIBIT B
SUBSERVICING PROTOCOL

Pursuant to Article II of the Trustee-JPMorgan Agreement,¹ JPMorgan agrees to transfer all Eligible Loans held by the Trusts to an Approved Subservicer, each as defined herein, subject to the terms, conditions, limitations and exclusions set forth in this Subservicing Protocol. Unless otherwise indicated, costs associated with this Subservicing Protocol set forth herein shall be the responsibility of whichever party bears such costs in the respective Governing Agreement.

Nothing in this Subservicing Protocol is intended to amend any Governing Agreement.

Compliance with JPMorgan's servicing actions, inactions and practices as of the Acceptance Date, together with the terms herein, where applicable, shall be deemed to satisfy the Servicer's obligation to service the Mortgage Loans prudently in accordance with any applicable provisions of the Governing Agreements, subject only to changes after the Acceptance Date to prudent servicing standards, and no Party to the Settlement Agreement shall make any claim to the contrary.

1. Scope and Term of the Subservicing Protocol.

(a) Unless otherwise provided herein, and with respect to each Trust and the loans therein, this Subservicing Protocol shall be in effect beginning on the date that is 10 business days after Final Court Approval and shall continue to (i) the date when JPMorgan is no longer the Servicer of any loan in the Trust; *provided*, however, that JPMorgan shall not be permitted to sell mortgage servicing rights on a Trust unless the sale contract includes provisions that obligate the purchaser to comply fully with paragraphs 2-13 of this Subservicing Protocol and further requires the purchaser to assume, without amendment, any subservicing agreements for that Trust that are then in place; or (ii) the date on which notice is provided to the Trustee that there are fewer than 100 loans remaining in the Trust or the outstanding principal balance of the

¹ All capitalized terms herein shall have the meaning ascribed to them in that certain Settlement Agreement dated July [*], 2016 among the FDIC, the Trustee and JPMorgan (the "Settlement Agreement") and the Trustee-JPMorgan Agreement of the same date between the Trustee and JPMorgan, unless otherwise indicated. Nothing in this Subservicing Protocol is intended to amend or address the duties of the Master Servicer of any Governing Agreement, to the extent such duties do not include the actual servicing of the Mortgage Loans.

remaining Mortgage Loans in the Trust is less than 5% of the original principal balance of all the Mortgage Loans in the Trust. For the avoidance of doubt, this Subservicing Protocol shall apply only to Mortgage Loans in the Trusts for which JPMorgan is the primary servicer (the “Serviced Loans”). “Delinquent Loans” are Serviced Loans that are sixty (60) days or more past due (defined using the MBA method), as determined by JPMorgan each month pursuant to Paragraph 5. Eligible Loans are Delinquent Loans that meet the requirements of transfer in Paragraph 5(b).² Subject to the proviso in clause (ii) above, nothing in this Subservicing Protocol shall be construed to prevent JPMorgan from selling any servicing rights as set forth in Section 2.02 of the Trustee-JPMorgan Agreement.

(b) The Trustee may, at its discretion, engage qualified experts to aid it in assessing any of its obligations under the applicable Governing Agreements as they concern this Subservicing Protocol. Except for those certain costs and expenses discussed herein, JPMorgan shall have no obligation to pay for any additional costs of implementation of this Subservicing Protocol, including any experts retained by the Trustee, under the applicable Governing Agreements or otherwise.

(c) The Trustee shall appoint one or more employees experienced in RMBS trust administration and/or mortgage loan servicing as its dedicated liaison(s) for dealing with JPMorgan or any Approved Subservicer concerning this Subservicing Protocol.

2. Approval and Oversight of Subservicers.

(a) The “Authorized Subservicers” under this Subservicing Protocol are Select Portfolio Servicing, Inc. (“SPS”), Specialized Loan Servicing LLC, Bayview Loan Servicing, LLC, New Penn Financial, LLC D/B/A Shellpoint Mortgage Servicing, Selene Financial LP and Nationstar Mortgage LLC, including their successors. JPMorgan may from time to time propose a new subservicer to the Trustee for consent, not to be unreasonably withheld. If the Trustee consents to a new subservicer proposed by JPMorgan, such subservicer

² For purpose of this Subservicing Protocol, a “Subserviced Loan” shall be any Delinquent Loan that is transferred to an Approved Subservicer pursuant to this Subservicing Protocol; a “Delinquent Subserviced Loan” shall be any Subserviced Loan that has been sixty (60) days or more past due within the past 12 months (when such determination is made) and a “Current Subserviced Loan” shall be any Subserviced Loan that is not a Delinquent Subserviced Loan.

shall become an additional “Authorized Subservicer” hereunder. Only those Authorized Subservicers approved by JPMorgan, as set forth in this Subservicing Protocol, shall be considered to be “Approved Subservicers” hereunder.

(b) All Approved Subservicers must meet the requirements of JPMorgan’s Third Party Servicing Oversight Procedure as amended by JPMorgan from time to time (“TPSO Procedure”) to be eligible to subservice Eligible Loans under this Subservicing Protocol. JPMorgan shall use commercially reasonable efforts to evaluate the Authorized Subservicers for approval. Approval shall be consistent with the TPSO Procedure, any other commercially reasonable requirements in JPMorgan’s discretion, and any applicable legal or regulatory requirements (the “Approval Standards”). Approved Subservicers must agree to comply with all terms of this Subservicing Protocol, the Governing Agreements and any other consent order or judgment to which JPMorgan may be subject that, in JPMorgan’s judgment, would apply to the Approved Subservicer..

(c) Following approval by JPMorgan, Approved Subservicers must continue to satisfy JPMorgan’s TPSO Procedure. If, in JPMorgan’s commercially reasonable discretion, an Approved Subservicer falls below the Approval Standards at any point in time after approval is given, JPMorgan may suspend such subservicer from receiving Eligible Loans under this Subservicing Protocol, and may take all other actions commercially reasonable and consistent with the applicable Subservicing Agreement in light of such event, including termination of any subservicing agreement with respect to such Approved Subservicer for any or all of the Subserviced Loans. In the event that an Approved Subservicer shall no longer qualify to subservice any Subserviced Loans, JPMorgan shall transfer any such Subserviced Loans directly to other Approved Subservicers, subject to the provisions of this Subservicing Protocol, within a commercially reasonable period of time and JPMorgan shall terminate subservicing on any remaining Subserviced Loans that cannot be transferred, on commercially reasonable terms, to another Approved Subservicer.

3. Broker Price Opinion. For all Subserviced Loans, Approved Subservicers shall obtain an independent, third party broker price opinion (“BPO”) that estimates the value of the mortgaged property, which BPO shall be provided by a BPO vendor within thirty (30) days of onboarding a Subserviced Loan (or as soon as practicable thereafter) from a list of BPO providers approved by JPMorgan. In the event that use of a BPO for the purposes set forth in this

Subservicing Protocol is prohibited by applicable law or regulation, the Approved Subservicer shall use a commercially reasonable alternative valuation method approved by JPMorgan.

4. Mandatory Subservicing Agreement. Within sixty (60) days of JPMorgan's approval of an Authorized Subservicer (or within sixty (60) days of the Acceptance Date, if later), JPMorgan shall negotiate with each Approved Subservicer for the purpose of entering into a subservicing agreement that complies materially with the uniform terms mandated by this Subservicing Protocol (each, a "Subservicing Agreement"). The model for the Subservicing Agreement shall be that certain subservicing agreement, which consists of (i) the Standard Terms to Subservicing Agreement (Non-Agency Securitized Loans) entered on April 11, 2013 between JPMorgan as Servicer and SPS as Subservicer, and (ii) the Subservicing Agreement Supplements entered into in connection with each servicing transfer (the "Current SPS Agreement"), modified to comply with the incentives, compensation, servicing improvements and other provisions mandated by this Subservicing Protocol. Each Subservicing Agreement shall include the following provisions:

(a) Base Servicing Fee. Each contract shall provide for a base servicing fee of \$1,015.00 per year for each Delinquent Subserviced Loan (including Delinquent Subserviced Loans subserviced by SPS as of the Agreement Date), and \$250.00 for any Current Subserviced Loan (the "Base Servicing Fee"), including any Current Subserviced Loans subserviced by SPS as of the Agreement Date.

(b) Incentive Fees. Each Approved Subservicer shall be entitled to receive the following incentive fees for short sale resolutions of Delinquent Subserviced Loans:

Sale Price to BPO	Incentive	Floor \$	Cap \$
<80%	0.00%	0	0
80% – 85%	0.50%	500	4,500
85% – 90%	0.75%	500	4,500
>90%	1.25%	500	4,500

The short sale incentive shall be the gross sale price multiplied by the incentive percentage, subject to the Floor and Cap, as per the table above. The short sale incentives will be netted with any government-paid servicer incentives in which the Approved Subservicer participates (*e.g.*, U.S. Department of Treasury programs including, but not limited to, Home Affordable Foreclosure Alternatives ("HAFA") incentives, if applicable); *provided, however*, that if a loan is HAF A eligible, and the related Approved Subservicer participates in HAF A, such Approved Subservicer shall retain all HAF A

incentives so long as the HAFA incentive is greater than the contract incentive. If the contract incentive is greater than the HAFA incentive, the Approved Subservicer shall keep the HAFA incentive and JPMorgan shall pay the Approved Subservicer the difference between the full contract incentive and the HAFA incentive.

(c) Foreclosure Bid Requirements. The short sale incentives will not apply to foreclosure outbid sales. Approved Subservicers shall be required to bid, to the extent permitted by applicable law, in the following values at any foreclosure sale, subject to the then-unpaid principal balance of the loan:

Loan Size (UPB)	Bid
≤ \$150K	80% of BPO
>\$150 K to ≤\$450K	85% of BPO
>\$450K	90% of BPO

5. Subservicing Delinquent Loans.

(a) Only Approved Subservicers are eligible to subservice Eligible Loans pursuant to this Subservicing Protocol.

(b) Once per month, JPMorgan shall identify Delinquent Loans for subservicing consideration (the "Potentially Eligible Loans"). JPMorgan shall thereafter identify and, at its discretion, remove from consideration as Potentially Eligible Loans (i) that are governed by the Servicemembers Civil Relief Act, Military Lending Act, or to borrowers in active military service; (ii) that are subject to active contested litigation in a federal or state court, or regulatory complaint, or are subject to a litigation hold at the time of consideration; (iii) that are mortgage loans that were originated for eligible union members pursuant to the Amended and Restated Mortgage and Real Estate Program Agreement, dated December 15, 2007, between JPMorgan and Union Privilege, and are serviced by JPMorgan as of the Agreement Date; (iv) that are in a federally declared disaster area announced by the Federal Emergency Management Agency; (v) that are home equity lines of credit; (vi) where transfer would violate applicable law, regulation or the directions or instructions of any of JPMorgan's regulators; or (vii) where JPMorgan determines in its commercially reasonable judgment that such loans are not amenable to the transfer of servicing. In addition, JPMorgan shall identify and, at its discretion, remove from consideration as Potentially Eligible Loans any second lien loans, until such time that there is an Approved Subservicer that can service second lien Delinquent Loans and has commercially acceptable processes to map fixed second liens from JPMorgan's systems. Once any legal or

regulatory requirements have been satisfied with respect to any Potentially Eligible Loan, including the passage of any necessary time or notice period and all required rating agency approvals or other required third party approvals, such loan will be considered an “Eligible Loan” that may be subserviced by an Approved Subservicer.

(c) JPMorgan shall report to the Trustee, on a monthly basis, the number of excluded loans pursuant to Subsection (b)(vii) for such month and not previously reported in prior months (the “Monthly Excluded Loans”). In the event that the number of Monthly Excluded Loans exceeds 50 in any particular month, the Trustee may, within thirty (30) days of receiving the report indicating such information, request that JPMorgan meet and confer in good faith to resolve any objections raised by the Trustee as to the exclusion of such loans. Any remaining disputes after such good faith conference shall be submitted for binding resolution before the mediator, Robert Meyer. Once excluded loans pursuant to Subsection (b)(vi) have been reported to the Trustee pursuant to this paragraph, JPMorgan shall not be required to include such loans in any subsequent Monthly Excluded Loans.

(d) Once per month, JPMorgan shall transfer any Eligible Loans to an Approved Subservicer, to the extent permitted by this Subservicing Protocol and by applicable law or regulation. Nothing in this provision shall be construed to require JPMorgan to transfer Eligible Loans to more than one Approved Subservicer per month.

6. REO Policy. Each Subservicing Agreement shall replicate the current REO Improvement Policy as set forth in the Current SPS Agreement; *provided* that Approved Subservicers shall be prohibited from using affiliated vendors to provide REO improvements and any such REO improvements must be commercially reasonable.

7. Discontinuing Advances of Principal and Interest. JPMorgan shall retain its obligation, as Servicer, where applicable, to fund servicing advances pursuant to JPMorgan’s applicable servicing advance policy and the applicable Governing Agreement. Consistent with those policies, JPMorgan shall stop advancing principal and interest as follows:

(a) JPMorgan, shall, after any first-lien loan is at least ninety (90) days past due (as defined using the MBA method), stop advancing principal and interest payments when total advances of all kinds, including lien preservation advances, exceed the percentage of Property Value (which shall be determined by BPO if available to JPMorgan or the Subservicer, otherwise advances may continue for thirty (30) calendar

days (or as soon as practicable thereafter) until such BPO is made available to JPMorgan or the Subservicer) as indicated by the following table:

Property Value Band	Max Advances % of Property
<\$100,000	0%
>\$100,000 to \$150,000	10%
>\$150,000 to \$250,000	20%
>\$250,000 to \$350,000	35%
>\$350,000 to \$450,000	40%
>\$450,000	45%

(b) JPMorgan shall stop principal and interest advancing on all junior liens when they are more than thirty (30) days past due (as defined using the MBA method).

(c) For a Mortgage Loan for which advancing has been stopped pursuant to this Paragraph 7, JPMorgan shall not be required to restart advancing principal and interest payments.

(d) Nothing in this Subservicing Protocol shall be construed to affect any Approved Subservicer's duty or requirement to make lien preservation advances.

8. Principal Forgiveness.

(a) With respect to requests for mortgage assistance received on any Potentially Eligible Loans on or after the date referred to in Subparagraph (c) below, no Approved Subservicer shall forgive principal on any first-lien Subserviced Loan in an amount that would yield a target loan to value ratio, after the forgiveness, that is less than 115% of value as evidenced by an independent BPO provided by a BPO Provider; *provided that*, Approved Subservicers shall be permitted to reduce principal below 115% of value if necessary to forgive a minimum \$1,000 of principal and *provided further* that nothing herein shall permit or require the use of a BPO to establish value to the extent prohibited by applicable law or regulation.

(b) JPMorgan agrees to comply with this provision for any loans in Trusts not transferred to an Approved Subservicer; provided that JPMorgan shall not be required to alter its valuation policies and procedures for any such loans.

9. Compensatory Payments for Foreclosure Timelines. The Mandatory Term of any Subservicing Agreement shall include terms requiring each Approved Subservicer to make

compensatory payments, in the form of a reduction in the Base Servicing Fee (“Compensatory Payment”), for each Subserviced Loan as to which the Approved Subservicer fails to adhere to the GSE foreclosure timelines, as set forth in the Fannie Mae Servicing Guide, Part VIII, Section 106.08 (Allowable Time Frames for Completing Foreclosure), subject to any normal and customary changes to such guide, plus 120 days. The calculation of the Compensatory Payment shall exclude from the timeline calculation allowable delays that are beyond the Approved Subservicer’s control, including, but not limited to, court mandated and processing delays, Homeowner Borrower Relief regulations, other regulatory or compliance issues, including restarts, holds and delays, and the allowable delays set forth in the Fannie Mae Servicing Guide, Part I, Section 201.11.07 (subject to any amendments or changes to such guide). The Compensatory Payment shall be calculated and paid as follows:

(a) Benchmark Reporting. Each Approved Subservicer shall, once a month within five (5) business days of the last business day of the prior month, send to the Trustee and to JPMorgan statistics comparing its performance for each Subserviced Loan to the relevant timeline applicable to that Subserviced Loan (the “Monthly Statement”).

(b) Compensatory Payment. For any first lien Subserviced Loan in breach of the GSE foreclosure timelines and not subject to allowable delays, the Base Servicing Fee for that loan, for the following month, shall be reduced by 30% provided that:

- (1) If the loan becomes REO or cures, the subservicing fee will revert to the base subservicing fee;
- (2) Timelines will be based on the greater of Fannie Mae / Freddie Mac timelines in effect at the relevant time; and,
- (3) Time shall be measured from the greater of the Transfer Date plus 120 days or the Due Date of Last Paid Installment.

(c) In calculating the amount of Compensatory Payment that is due, each Approved Subservicer’s performance shall be measured loan by loan, with no netting of one loan against another. The total amount of the Compensatory Payment due for each Settlement Trust shall be aggregated by the Approved Subservicer on that Trust’s Monthly Statement, which shall be delivered to JPMorgan, the Trustee, and the Performance Reviewer (as defined below) as provided above.

(d) JPMorgan shall deduct the amount of any Compensatory Payment owed

by an Approved Subservicer from the Base Servicing Fee paid to the Approved Subservicer, for that Trust, in the ensuing month after the Approved Subservicer reports that Compensatory Payment is owed on the Monthly Statement.

10. Servicer Guidelines and Manuals. Approved Subservicers shall service the Mortgage Loans pursuant to this Subservicing Protocol, the Governing Agreements, their own servicing manuals and guidelines, and applicable law or regulation, unless otherwise set forth in this Subservicing Protocol or the Subservicing Agreement; *provided, however*, that if JPMorgan allows an Approved Subservicer to use its own servicing manuals and guidelines, JPMorgan shall be entitled to impose such guidelines as are required to permit JPMorgan to meet its own regulatory or legal requirements, including its TPSO Procedure and the requirements of any Consent Order or Judgment. Any amendment to the Subservicing Agreement that is required to conform it to subsequent changes in applicable law, regulation, or which are commercially necessary or reasonable shall not constitute a breach of this Subservicing Protocol.

11. Government Agencies. JPMorgan shall be permitted to seek approval of the terms of this Subservicing Protocol from the Consumer Finance Protection Bureau, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System and the Office of Mortgage Settlement Oversight and the Monitoring Committee of the National Mortgage Settlement (each, a "Government Agency"). If such approval is denied, or a Government Agency affirmatively requires that JPMorgan take an action contrary to the requirements of this Subservicing Protocol (a "Government Agency Adverse Action"), JPMorgan shall ascertain the reasons for such Government Agency Adverse Action and shall confer in good faith with the Trustee to address and resolve, to JPMorgan's and the Trustee's reasonable satisfaction, the reasons that gave rise to the Government Agency Adverse Action. If such Government Agency Adverse Action cannot be resolved, JPMorgan and the Trustee shall negotiate alternative terms. Any disputes regarding such alternative shall be submitted to Robert Meyer, the settlement mediator, for mandatory mediation for a period of forty-five (45) days. If JPMorgan and the Trustee are unsuccessful in arriving at alternative terms, JPMorgan and the Trustee shall each have the right to terminate this Subservicing Protocol.

12. Implementation. JPMorgan shall use commercially reasonable efforts to implement this Subservicing Protocol. Any delay resulting from such efforts, if commercially reasonable, shall not be considered a material breach of this Subservicing Protocol or the

Settlement Agreement; *provided* that the payment of compensatory fees, the transfer of Eligible Loans, and any initiation of due diligence of Authorized Subservicers for the purpose of approving them, as set forth in this Subservicing Protocol, shall be implemented promptly after the Acceptance Date.

EXHIBIT C
SUCCESSOR SERVICERS

1. Carrington Mortgage Services LLC
2. Nationstar Mortgage LLC
3. Select Portfolio Servicing, Inc.
4. Specialized Loan Servicing LLC
5. PHH Mortgage Corporation

EXHIBIT 5

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
12/12/2016 at 04:09:48 PM
Clerk of the Superior Court
By Anthony Perea, Deputy Clerk

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Hearing Set For:
Date: 05/09/2017
Time: 09:00 AM
Dept: C07

9 *Attorneys for Petitioner Deutsche Bank National Trust*
10 *Company, solely as Trustee for the Trusts Listed on Exhibits*
1-A and 1-B

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ORANGE, PROBATE DIVISION

14 IN THE MATTER OF
15 CERTAIN TRUSTS CREATED,
16 SPONSORED, AND/OR SERVICED BY
WASHINGTON MUTUAL BANK AND
17 CERTAIN SUBSIDIARIES OR AFFILIATES.

Case No. 30-2016-00892014-PR-TR-CJC

**VERIFIED PETITION OF DEUTSCHE
BANK NATIONAL TRUST COMPANY,
SOLELY AS TRUSTEE FOR THE
TRUSTS LISTED ON EXHIBITS 1-A
AND 1-B, FOR INSTRUCTIONS
REGARDING THE INTERNAL
AFFAIRS OF THE TRUSTS**

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20
21
22 Petitioner Deutsche Bank National Trust Company, solely in its capacity as Trustee for
23 the Trusts listed on Exhibits 1-A and 1-B hereto (the "Trustee" and the "Trusts"), hereby petitions
24 this Court for instructions regarding the internal affairs of the Trusts pursuant to Probate Court
25 section 17200 and the common law of the State of California.

1 **I. INTRODUCTION**

2 1. Pursuant to Probate Code section 17200, Petitioner Trustee seeks instructions
3 regarding the internal affairs of the Trusts and/or to instruct the Trustee regarding its actions with
4 respect to a settlement of litigation brought by the Trustee on behalf of the Trusts.

5 2. As is explained more fully below, the Trustee seeks two orders arising from the
6 proposed settlement of pending litigation commenced by the Trustee in the United States District
7 Court for the District of Columbia titled Deutsche Bank National Trust Company v. FDIC, et al.,
8 No. 09-cv-1656 (RMC) (the “Action”). In summary terms, the Trustee seeks one order (the
9 “Approval Order”) approving its determination to enter into the Settlement (as defined below) as
10 a reasonable and good faith exercise of its discretion, and a second order directing a distribution
11 methodology for the settlement proceeds (the “Allocation Order”). More specific components of
12 each order are as follows:

- 13 • **The Approval Order** consists of the following components: (i) a determination
14 that the Trustee acted reasonably and in good faith within the bounds of its
15 discretion in entering into the settlement of the Action described herein (the
16 “Settlement”); (ii) a finding that Certificateholders, as defined below (the
17 “Certificateholders”), received legally sufficient notice of this proceeding and an
18 opportunity to object; (iii) a bar against any Certificateholder asserting claims
19 against the Trustee based upon its prosecution of the Action and entry into the
20 Settlement; and (iv) a declaration that the Settlement and the documentation
21 pursuant to which it was effectuated, which as more fully explained below consists
22 of two separate agreements (a “Settlement Agreement” and the “Trustee-
23 JPMorgan Agreement”) is binding on the Trusts.
- 24 • **The Allocation Order** consists of a direction regarding an allocation among the
25 Trusts and among classes of securities issued by each Trust of the amounts to be
26 received by the Trustee pursuant to the Settlement.

27 **II. THE TRUSTS AND THE TRUST PARTIES**

28 3. The Trusts include 99 trusts (the “Primary Trusts”) created, sponsored, and/or
served by Washington Mutual Bank (“WMB”), its subsidiaries, their predecessors-in-interest
(including Long Beach Mortgage Corporation, referred to herein as “Long Beach”) and their
affiliates, including Washington Mutual Mortgage Securities Corporation (“WMMSC”), a former
subsidiary of WMB whose stock was among the assets of WMB acquired by JPMorgan Chase
Bank, N.A. (“JPMC”) from the Federal Deposit Insurance Corporation (“FDIC”) after WMB

1 failed in 2008 (WMMSC and WMB are referred to collectively herein as “WaMu”). The Primary
2 Trusts are listed on Exhibit 1-A. The Primary Trusts provide for the issuance of residential
3 mortgage-backed securities (“RMBS”). The Primary Trusts hold, as trust assets or collateral,
4 mortgage loans originated or acquired by WMB and conveyed to the Primary Trusts as part of
5 those respective RMBS transactions.

6 4. The Trusts also include 28 trusts that do not directly own mortgage loans, but
7 rather hold interests in the Primary Trusts or whose performance is otherwise dependent, in whole
8 or in part, on the performance of the Primary Trusts or other RMBS issued by WMB (the
9 “Secondary Trusts”). The Secondary Trusts are listed on Exhibit 1-B. The Secondary Trusts
10 hold beneficial interests in the Primary Trusts, and the Trustee, as trustee of the Secondary Trusts,
11 has standing to enforce the Secondary Trusts’ rights in the Primary Trusts. See, e.g., Exhibit 2,
12 Indenture Agreement for Long Beach Asset Holding Corp. CI 2005-03 (“LB05N5”) (Granting
13 Clause conveying LB2005-3 Class C and Class P “Underlying Certificates” as Trust Estate;
14 §1.01, definition of “Underlying Agreement” and “Underlying Certificates”; Article 6
15 “Administration of the Trust Estate”; § 9.11, “Certain Representations Regarding the Trust
16 Estate”); Exhibit 3, Pooling and Servicing Agreement for Long Beach Mortgage Loan Trust,
17 Series 2005-3 (“LB0503”) (the “Exemplar PSA”),¹ passim (voting, consent, payment and other
18 rights of Certificateholders, including holders of Class C and Class P Certificates).

19 5. Petitioner Deutsche Bank National Trust Company is a national banking
20 association that maintains its corporate trust office at 171 East St. Andrew Place, Santa Ana,
21 California 92705 (the “Corporate Trust Office”). The principal place of administration of the
22 Trusts at issue in this Petition is the Trustee’s Corporate Trust Office in Santa Ana, California.

23
24
25 ¹ As is further described below, each Trust was formed pursuant to and is governed by one or
26 more agreements referred to herein as the “Governing Documents.” See, infra, ¶16. Although
27 the terms of the Governing Documents for particular Trusts may vary materially in some respects,
28 the terms relevant to this Petition are similar across the Trusts. Accordingly, this Petition cites to
the Exemplar PSA to illustrate particular terms. The relevant Governing Documents for any or
all of the Trusts will be made available to the Court or any participant in this proceeding upon
request.

1 **III. JURISDICTION AND VENUE**

2 6. The Superior Court of the State of California, County of Orange, has subject-
3 matter jurisdiction over this Petition for Instructions pursuant to Probate Code sections 17000 and
4 17004. The Trustee’s Petition for Instructions is a proper request for instruction regarding the
5 internal affairs of the Trusts under Probate Code section 17200. See Prob. Code § 17200(a), (b).

6 7. The Trusts at issue are “express trusts” that fall squarely within the definition of
7 “trusts” to which the Probate Code applies: they were created with the intent to create trusts,
8 which have an appropriate trust purpose (issuing securities and preserving trust assets for the
9 benefit of beneficiaries), hold property (primarily mortgage loans), and have ascertainable
10 beneficiaries (the registered Certificateholders). See Prob. Code §§ 15201–05; Exhibit 3,
11 Exemplar PSA, Preliminary Statement. Moreover, they do not fall within any of the exclusions
12 set forth in Probate Code section 82(b).² Accordingly, this Court has jurisdiction over the Trusts
13 and exclusive jurisdiction over the internal affairs of the Trusts.

14 8. This Court has personal jurisdiction over the Trustee and the Certificateholders
15 pursuant to Probate Code section 17003, which provides that personal jurisdiction over a trustee
16 and trust beneficiaries may be exercised by the court wherever the “principal place of
17 administration” of the trust occurs. Prob. Code §§ 17003(a), (b). The principal place of
18 administration of a trust is defined as the “usual place where the day-to-day activity of the trust is
19 carried on by the trustee or its representative who is primarily responsible for the administration
20 of the trust.” Prob. Code § 17002(a).

21 9. The principal place of administration of the Trusts is the Corporate Trust Office
22 located in the City of Santa Ana in Orange County, California at 1761 East St. Andrew Place,
23 Santa Ana, California 92705. This address is the locus of the Trustee’s primary activities related

24 _____
25 ² Even if the Trusts were excluded from the definition of “trusts” under Probate Code
26 section 82(b), which they are not, the Trustee would still have the right to obtain the relief sought
27 in this Petition from the Court, and the Court has the jurisdiction to grant such relief. See Probate
28 Code section 15003(b), (c); see also Recommendation Proposing New Probate Code, 20 Cal. L.
Revision Comm’n Reports, 1001, 1860 (1990) (“Subdivision (c) is included to avoid the
implication that the provisions of the Trust Law cannot be applied to entities and relationships
that are excluded from the definition of “trust” as it is used in this division [i.e., the Probate
Code].”)

1 to the Trusts. All of the Trusts’ administrators are employed there, the Governing Documents
2 were executed there, the Trustee accepted its appointment for the Trusts there, and the day-to-day
3 activities related to the administration of the Trusts are conducted there.

4 10. Venue is proper in the County of Orange pursuant to Probate Code
5 sections 17005(a)(1) and 17005(c) because, as is explained above, the principal place of
6 administration of the Trusts is in Orange County, California. See Prob. Code § 17005(a)(1)
7 (where the “principal place of administration of the trust is located”); *id.* § 17005(c) (“... the
8 proper county for commencement of a proceeding pursuant to this division is determined by the
9 rules applicable to civil actions generally”); see *Estate of Ivey*, 22 Cal. App. 4th 873, 880 (1994).³

10 11. For all of the above reasons, the Probate Division of the Orange County Superior
11 Court has exercised jurisdiction over and granted the requested relief in at least sixteen
12 proceedings brought by the Petitioner seeking instructions regarding the internal affairs of similar
13 securitization trusts over the past six and half years.⁴

14 **IV. NOTICE OF PETITION**

15 12. Notice of this Petition and of the date set by the Court for hearing on this Petition
16 will be provided to the Certificateholders and all other entities known to the Trustee “whose right,
17 title or interest would be affected by the petition” as required by Probate Code section 17203.
18 The names and addresses of each party entitled to notice of this Petition pursuant to the
19 Governing Documents are listed on Exhibit 4.

21 _____
22 ³ The Civil, Civil Complex and Probate Divisions of the Orange County Superior Court all have
23 jurisdiction to hear this matter. See *Harnedy v. Whitty*, 110 Cal. App. 4th 1333, 1344 (2003).
24 Regardless of which division hears this case, because the Superior Court has jurisdiction over the
25 matter, it may not dismiss for lack of jurisdiction. 2 Witkin, Cal. Proc. 5th (2008) Jurisd, § 354.
26 For even where a specific division of the Superior Court finds that a separate division of the
27 Superior Court should hear the merits of the case, the original division still has the jurisdiction of
28 the Superior Court permitting it to transfer the case to the proper division. *Id.* “The jurisdictional
basis of the ‘probate court’ is,” therefore, “indistinguishable from that exercised by the superior
court generally. Its jurisdiction is the full jurisdiction consistent with the state and federal
constitutions. Its powers are that of the superior court, since the ‘probate court’ is the superior
court.” Recommendation Relating to Jurisdiction of Superior Court in Trust Matters, 20 Cal. L.
Rev. Comm’n Reports 2253, 2257 n.1 (1990).

⁴ Petitioner will provide the full list of those case numbers upon request if they would be of
assistance to the Court or any affected party.

1 13. The Governing Documents generally define “Certificateholder” as the “person in
2 whose name a Certificate is registered in the Certificate Register.” See, e.g., Exhibit 3, Exemplar
3 PSA §1.01: “‘Certificateholder’ or ‘Holder’: The Person in whose name a Certificate is registered
4 in the Certificate Register” Substantially all of the Certificates are registered in the name of
5 a financial intermediary, the Depository Trust Company of New York (the “DTC”), through its
6 nominee Cede & Co. (the “Registered Holder”).⁵ The Trustee “may treat the Person, including a
7 Depository, in whose name any Certificate is registered as the owner of such Certificate for the
8 purpose of receiving distributions . . . and **for all other purposes whatsoever**, and none of the
9 Master Servicer, the Depository, the Trustee, the NIMS Insurer nor any agent of any of them shall
10 be affected by any notice to the contrary.” See Exhibit 3, Exemplar PSA § 5.04 (emphasis
11 added).

12 14. With few exceptions, the Trustee does not know the names and addresses of the
13 underlying beneficial owners of the Certificates (as opposed to the registered Certificateholders)
14 who (a) have chosen to register their Certificates in the name of the DTC, (b) have chosen to
15 receive legal notices through the DTC, and (c) may trade or otherwise transfer their ownership
16 interest in the Certificates at any time without notice to the Trustee and without affecting the
17 registered ownership of the Certificates. Under the Governing Documents and standard securities
18 market procedures, the Trustee is entitled to treat the registered Certificateholders as the owners
19 of the Certificates for all purposes, and notice to other persons having a beneficial interest in the
20 Certificates is effected by giving notice to the Registered Holder (which, in turn, is required to
21 pass the notice on to any underlying beneficial owners or their designees, such as brokerage
22 firms). Id.

23 **V. STATEMENT OF RELEVANT FACTS**

24 **A. Background**

25 15. Pursuant to certain Governing Documents, WMB and/or certain of its affiliates
26 were the seller, sponsor, depositor, or servicer for the Primary Trusts. In its various capacities,

27 ⁵ Certificateholders, if any, who hold their Certificates in their own names, rather than having
28 them registered through the DTC, are included in Exhibit 4 and will be served separately in
accordance with section 17203 of the Probate Code.

1 WMB and certain other entities formed by WMB for purposes of undertaking securitization
2 activities, contributed or sold residential mortgage loans originated by various entities to the
3 Primary Trusts (the “Mortgage Loans”).

4 16. The duties and responsibilities of the various parties to the Primary Trusts are set
5 forth in the Governing Documents. As indicated above, the Secondary Trusts do not themselves
6 hold Mortgage Loans but have rights, enforceable by the Trustee, dependent upon certain of the
7 Primary Trusts. The Governing Documents generally include a mortgage loan purchase
8 agreement (“MLPA”) and a pooling and servicing agreement (“PSA”). For each Primary Trust,
9 the MLPA and PSA provide for the transfer of the Mortgage Loans to that Trust and contain
10 representations, warranties and covenants made by the seller and/or depositor concerning the
11 nature and certain characteristics of the Mortgage Loans deposited in the trusts. The Governing
12 Documents also provide for the establishment and administration of each Primary Trust,
13 including the responsibilities and duties of the depositor, trustee, seller, and servicer with respect
14 to the Trust. Although the structural details of any given Trust vary somewhat, the roles of the
15 principal parties are generally as follows:

- 16 • **Depositor and Seller:** The depositor is the entity that acquires the pool of
17 mortgage loans and deposits them in a Trust pursuant to the Governing Documents
18 for the transaction. The depositor assigns the legal and beneficial interest in the
Mortgage Loans, including related collateral, to the Trust.⁶
- 19 • **The Trust:** The Trust receives the Mortgage Loans from the depositor and issues
20 the RMBS, which represent specific interests in and entitlements to the cash flows
21 derived from the Trust’s assets (*i.e.*, the Mortgage Loans). The Governing
22 Documents forming (or amending and restating) the Trust appoint the Trustee and
specify the Trustee’s rights, responsibilities and powers in respect of the RMBS
transaction.
- 23 • **Certificateholders:** Certificateholders have the right to receive monies from the
24 cash flows of the underlying Mortgage Loans held as Trust assets or as collateral
25 for debt obligations issued by a companion trust (*i.e.*, borrower payments of
principal and interest and proceeds from the liquidation of loan collateral). Those

26 ⁶ With respect to the Primary Trusts, WMB or WMMSC served as the Depositor and/or Seller
27 for 97 of the 99 Primary Trusts. See Exhibit 5, Amended Complaint in the Action, filed Sept. 8,
28 2010, ¶ 28(a). Through a series of assignments and other agreements, WMB indirectly undertook
responsibilities substantially similar to those of a Depositor or Seller for the remaining two
Primary Trusts. See *id.*

1 cash flows are applied to payment of the RMBS pursuant to a contractually
2 specified distribution plan and schedule.

- 3 • **Servicer:** The servicer is the day-to-day administrator of the Mortgage Loans held
4 by a Trust. The servicer’s responsibilities include collecting payments due from
5 the borrowers, remitting those payments to each Trust for ultimate payment to the
6 investors, and furnishing the trustee or a securities administrator with performance
7 data regarding the mortgage loans in the pool. The servicer generates loan-level
8 data that is used to calculate the distribution of funds and to report pool
9 performance to investors. The servicer also conducts remedial activity on behalf
10 of the Trust when borrowers default on their loans. For some Trusts, WMB or
11 WMMSC acted as “Master Servicer” and had other duties, including the duty to
12 calculate and report Certificateholder distributions. WMB or WMMSC was
13 appointed as either the servicer or master servicer for the Mortgage Loans included
14 in the Primary Trusts, in addition to serving as the depositor and seller as set forth
15 above. See Exhibit 5, Amended Complaint in the Action, filed Sept. 8, 2010, ¶
16 28(d).

17 17. The Governing Documents contain representations, warranties and covenants
18 made by WMB or WMMSC, as Seller and/or Depositor, concerning the nature, characteristics,
19 history and quality of the Mortgage Loans and mortgage loan files sold to, and deposited in, the
20 Trusts (the “Representations and Warranties”). The Governing Documents and applicable law
21 give the Trustee the right to enforce the Representations and Warranties for the benefit of
22 Certificateholders.

23 **B. Failure of WMB and the Ensuing Litigation**

24 **(i) WMB**

25 18. WMB was the United States’ largest savings and loan association with total assets
26 of over \$300 billion as of June 30, 2008. On September 25, 2008, the Office of Thrift
27 Supervision closed WMB and appointed the FDIC as receiver (the “FDIC-Receiver”). The
28 FDIC-Receiver accepted the appointment.

19. Also on September 25, 2008, the FDIC-Receiver sold certain of WMB’s assets and
liabilities to JPMC pursuant to a Purchase & Assumption Agreement among the FDIC-Receiver,
the FDIC in its corporate capacity (“FDIC-Corporate”), and JPMC (the “P&A Agreement”), a
copy of which is attached as Exhibit 6. In connection with the transaction, JPMC acquired the
stock of WMMSC.

1 20. The FDIC is an independent agency of the United States created by the Federal
2 Deposit Insurance Act (the “FDI Act”), 12 U.S.C. § 1811 *et seq.*, and related laws and
3 regulations. The FDIC acts, from time-to-time and among other things, as a receiver for and/or
4 conservator of failed FDIC-insured banking institutions.

5 21. Under the FDI Act persons or institutions with potential claims against the assets
6 of a failed banking institution are required to file proofs of claim with the FDIC. Failure to do so
7 bars recovery against receivership assets. On December 30, 2008, the Trustee timely filed with
8 the FDIC a Proof of Claim regarding WaMu on behalf of the Trusts and the Trustee pursuant to
9 12 U.S.C. § 1821(d). A copy is attached as Exhibit 7 (the “Proof of Claim”). The Trustee alleged
10 that WaMu made and breached representations and warranties contained in the Governing
11 Documents with respect to mortgage loans WaMu conveyed to the Trusts (the “Rep and Warranty
12 Claims”) and that WaMu had not serviced certain Mortgage Loans held by the Trusts in
13 accordance with the Governing Documents (the “Servicing Claims,” and collectively with the
14 Rep and Warranty Claims, the “Claims”). The filing of the Proof of Claim operated to toll any
15 applicable Statute of Limitations as regards claims against the receivership estate of WMB (the
16 “Receivership Estate”). 12 U.S.C. § 1821(d)(4)(F)(i) (“[f]or purposes of any applicable statute of
17 limitations, the filing of a claim with the receiver shall constitute a commencement of an
18 action.”).

19 (ii) **The Action**

20 22. The FDIC did not respond to the Proof of Claim and the Trustee was required
21 under 12 U.S.C. § 1821(d)(6)(A)(i)–(ii) to file suit in federal court in either the location of the
22 failed bank’s principal place of business (Washington State) or in the United States District Court
23 for the District of Columbia (the “DC District Court”) in order to preserve its claims. *Id.* The
24 Trustee brought suit in the DC District Court on August 26, 2009 against the FDIC-Receiver on
25 behalf of the Receivership Estate. The Action filed by the Trustee alleged the Rep and Warranty
26 Claims as well as the Servicing Claims initially detailed in the Proof of Claim. In light of the FDI
27 Act’s strict 60-day deadline for commencement of actions contesting the FDIC-Receiver’s actions
28 or inactions with respect to proofs of claim, the Trustee commenced the Action, without direction

1 or instruction from Certificateholders, in order to preserve all of the Trusts' Claims.⁷ On
2 September 8, 2010, after the FDIC-Receiver took the position that JPMC or WMMSC was liable
3 for the Trustee's claims, the Trustee filed an Amended Complaint, which is attached as Exhibit 5,
4 asserting claims against the FDIC-Receiver, JPMC and WMMSC (the "Amended Complaint").

5 23. The FDIC-Receiver, JPMC and WMMSC disputed all of the allegations made by
6 the Trustee with respect to both the Rep and Warranty Claims and the Servicing Claims,
7 including all claims and allegations of any breach of any provision of any Governing Document.
8 The FDIC-Receiver, JPMC and WMMSC also asserted various affirmative defenses, including
9 statutes of limitations. The Answers filed by the FDIC-Receiver, JPMC and WMMSC are
10 attached as Exhibits 8 and 9, respectively.

11 (iii) **JPMC/FDIC Litigation**

12 24. In a complicated indemnity provision, the FDIC-Receiver agreed to indemnify
13 JPMC essentially for any liabilities, including attorneys' fees and costs, actually and reasonably
14 incurred by JPMC in connection with liabilities of WMB that JPMC had not assumed under the
15 P&A Agreement. See Exhibit 6 (P&A Agreement at Article XII, the "Indemnity Provision").
16 Additionally, FDIC-Corporate guaranteed the indemnity obligation of FDIC-Receiver and was
17 thus liable to JPMC to the extent the assets of the Receivership Estate were not sufficient to fully
18 pay claims under the Indemnity Provision. Id. § 12.7.

19 25. JPMC asserted substantial claims against both the Receivership Estate and FDIC-
20 Corporate under the Indemnity Provision (the "Indemnity Claims"). See JPMorgan Chase Bank
21 v. Federal Deposit Insurance Corp., 13-cv-1997 (RLC) (D.D.C.) (the "Indemnity Action"). The
22 Indemnity Action sought indemnification, inter alia, for 20 securities lawsuits and four pre-suit
23 settlements of securities claims. The Trustee understands that JPMC was seeking to recover an
24 amount in excess of the assets of the Receivership Estate on the Indemnity Claims. Thus, if
25 proven or materially agreed to by the FDIC in settlement, the Indemnity Claims could have
26

27
28 ⁷ No Certificateholder has at any time directed and indemnified the Trustee with respect to its
actions to enforce the Claims.

1 reduced the value of any claims the Trustee had against the Receivership Estate potentially to
2 zero.

3 26. The FDIC-Receiver took the position that should it be found liable on any of
4 JPMC's indemnity claims, under the P&A Agreement, those claims would be satisfied as
5 administrative expenses and thus before the claims of general unsecured creditors. Thus,
6 according to the FDIC-Receiver, any Indemnity Claims established by JPMC would be priority
7 administrative obligations of the Receivership Estate such that they would be paid in full ahead of
8 any general unsecured Claims, including those of the Trustee. The Trustee had no ability to
9 ascertain the FDIC's legal analysis of the Indemnity Claims, and therefore had concerns
10 regarding the level at which the FDIC-Receiver might seek to resolve those claims by allowing
11 them as priority claims against the Receivership Estate for whatever amounts it determined were
12 reasonable and appropriate.

13 **C. Motions to Dismiss**

14 27. Both the FDIC-Receiver and JPMC moved to dismiss the Action arguing, inter
15 alia, that any liability for the Claims was the responsibility of the other party. Thus, the FDIC-
16 Receiver argued that liability for the Claims was transferred to JPMC under § 2.1 of the P&A
17 Agreement. Conversely, JPMC argued that any liability on the Claims remained against the
18 Receivership Estate except: (1) with respect to any Rep and Warranty Claims of WMB reflected
19 on its books and records at the time of its failure and only then to the extent of their stated "book
20 value"; and (2) any Servicing Claims arising after September 25, 2008 when JPMC began
21 servicing the Mortgage Loans. There was no argument concerning the proper defendant for Rep
22 and Warranty Claims alleged against WMMSC, which were claims only against WMMSC.

23 28. The DC District Court denied both motions to dismiss in summary rulings dated
24 April 5, 2011 and August 17, 2011 and then directed the case be bifurcated as follows: (1) a
25 determination of the proper defendant with respect to the Claims (the "Assumption of Liability
26 Issue"), and (2) a determination of the existence of liability and damages on the Claims (the
27 "Merits Issue"). The DC District Court directed the parties to complete both fact and expert
28 discovery on the Assumption of Liability Issue (and litigate that question to conclusion), subject

1 to a stay of discovery on the Merits Issue except insofar as JPMC was required to produce copies
2 of the underlying Mortgage Loan files and associated underwriting guidelines which would
3 ultimately be subject to production during litigation of the Merits Issue.

4 **D. Motions for Summary Judgment**

5 29. After the close of fact and expert discovery on the Assumption of Liability Issue,
6 JPMC and the FDIC-Receiver both moved for summary judgment on that question.

7 30. The FDIC-Receiver argued that JPMC had assumed all liabilities on the Claims
8 relating to WMB under the express terms of the P&A Agreement and additionally that the
9 extrinsic evidence developed during fact discovery further supported that finding. The Trustee
10 joined in the motion of the FDIC-Receiver.

11 31. JPMC argued that it had assumed the Claims liabilities relating to WMB only to
12 the extent they were booked as liabilities on WMB's "books and records" at the time of its failure
13 and then only to the extent of their "book value."

14 32. Separately, there was no dispute that the Claims against WMMSC remained
15 claims against WMMSC. Thus, neither the Receivership Estate nor JPMC had liability on those
16 Claims.

17 33. On June 2, 2015, the DC District Court issued a 54-page Memorandum Opinion
18 substantially agreeing with the positions taken by JPMC. A copy of the Memorandum Opinion,
19 as subsequently amended by the Court on June 17, 2015, is attached as Exhibit 10 (the "Summary
20 Judgment Opinion"). The DC District Court issued an order – and subsequently an Amended
21 Order – memorializing its rulings. A copy of the Amended Order is attached as Exhibit 11. The
22 Amended Order provides as follows:

- 23 • JPMC assumed "liability for the disputed repurchase liabilities only to the extent
24 that WMB reflected such liabilities at a stated Book Value on WMB's financial
25 accounting records as of September 25, 2008."

26 The Amended Order also makes clear that all mortgage repurchase liabilities of WMMSC
27 remained with WMMSC (the stock of which was acquired by JPMC in its entirety).
28

1 34. The FDIC-Receiver and the Trustee both appealed the Summary Judgment
2 Opinion. Copies of the Notices of Appeal are attached as Exhibits 12 and 13, respectively.

3 **E. Settlement Discussions**

4 35. As is detailed below, the parties had – over time – engaged in settlement
5 discussions in an effort to resolve the Action. Settlement discussions refocused after the issuance
6 by the DC District Court of the Summary Judgment Opinion.

7 36. In connection with the filing of the Notice of Appeal, the FDIC-Receiver filed a
8 Civil Docketing Statement on November 19, 2015, which in Section 7 disclosed that mediated
9 settlement discussions were ongoing using Robert Meyer of JAMS as the mediator (the
10 “Mediator”).⁸ A copy of the Civil Docketing Statement is attached as Exhibit 14. Subsequent to
11 filing notices of appeal, the parties agreed to extend the period to file briefs on the appeal in order
12 to permit mediated settlement discussions. Copies of the joint motions are attached as Exhibits
13 15 and 16, respectively. Each motion disclosed that productive settlement discussions were
14 ongoing. In an October 21, 2016 status report filed after the second joint motion, the parties
15 disclosed that a resolution had been reached. A copy of the status report is attached as Exhibit 17.

16 **F. The Claims: Potential Damages**

17 37. The Governing Documents require WMB or WMMSC, as a Seller and/or
18 Depositor for individual Trusts, to cure or repurchase any Mortgage Loans that breach the
19 Representations and Warranties where such breach has a material and adverse effect on the value
20 of the Mortgage Loan(s) or the interests of the Trusts therein (the “Repurchase Obligations”).
21

22 _____
23 ⁸ As detailed in his resume – www.jamsadr.com/meyer/ – Robert Meyer is an experienced
24 mediator with a particular focus on complex commercial disputes. Of particular relevance to the
25 Action, Mr. Meyer has had significant experience mediating both pending litigation and disputed
26 but not yet asserted claims involving alleged breaches of Representations and Warranties in
27 RMBS transactions. He is thus familiar with the legal landscape in the area (arguments made
28 both by plaintiffs and defendants in these cases and the general trends in the courts’ disposition of
such arguments), the benchmark settlements that have been reached over time, and the financial
costs and time associated with litigation of claims such as those asserted in the Action. These
settlements include an investor-negotiated settlement, recently approved by a New York State
Court, of claims against JPMC with respect to RMBS that were not associated with WaMu. On
information and belief, the principal investors who negotiated that settlement are also significant
investors in Primary Trust RMBS that are the subject of this Petition.

1 38. In its Proof of Claim, the Trustee alleged potential damages on the Rep and
2 Warranty Claims in an estimated range of \$6.764 to \$10.246 billion. The Amended Complaint
3 attached and referenced the Proof of Claim and alleged damages in an amount to be proved at
4 trial.

5 39. In connection with preparation for litigation of the Merits Issues, the Trustee
6 engaged experts to assist it in assessing: (i) the realized and expected future losses on the Trusts;
7 and (ii) whether and to what extent there were material breaches of the Representations and
8 Warranties in the Trusts that would trigger the Repurchase Obligation.

9 40. With respect to losses, during the course of the Trustee's negotiations with the
10 FDIC and JPMC, the experts retained by the Trustee estimated actual and future losses as of June
11 30, 2015, for the WMB and WMMSC Trusts at approximately \$17.399 billion and \$1.237 billion,
12 respectively.⁹

13 41. As regards breach rates, the Trustee's experts analyzed what they determined to be
14 a statistically significant sample of Mortgage Loans. That analysis yielded potential damages
15 consistent with the Proof of Claim.

16 42. While evaluating a sample of Mortgage Loans for certain litigation and settlement
17 purposes reduces both the time and cost associated with the work, the work is in all events
18 extremely time consuming and expensive. Indeed, even having focused only on a sample of the
19 Mortgage Loans consisting of 1000 loans, the direct loan file review costs to date were
20 approximately \$30 million, before any contested litigation of the Merits Issues had even begun.¹⁰
21 There are approximately 556,000 Mortgage Loans in the Trusts. And if fully litigated, the
22

23 ⁹ These estimated loss amounts equate to lifetime loss rates of approximately 18.8% of original
24 principal amount on loans for which WMB made Representations and Warranties (\$17.399
25 billion of losses on \$92.726 of original principal balance) and 2.0% of original principal amount
on loans for which WMMSC made Representations and Warranties (\$1.237 billion on \$60.478
billion of original principal balance).

26 ¹⁰ Although a large portion of the loan file review expenditure to date related to the capture and
27 organization of immense amounts of loan file data for the portfolio, much of which would not
28 have to be repeated, the Trustee believes that loan file reviews of the quality needed to support
litigated claims would cost not less than \$1,000 per loan. Using this figure, even if loan reviews
were limited to loans for which the Trusts have realized losses, additional loan review costs
would be extremely expensive.

1 Trustee expects the FDIC-Receiver (or JPMC in the unlikely event of a change in the Summary
2 Judgment Opinion) and/or WMMSC to argue that the Trustee is required to prove breaches loan-
3 by-loan and trust-by trust and/or to contest the validity of that sample. See MASTR Adjustable
4 Rate Mortgs. Trust 2006-OA2 v. UBS Real Estate Sec. Inc., 2015 WL 797972, at *3–4 (S.D.N.Y.
5 Feb. 25, 2015) (holding that “expert sampling did not align” with the repurchase remedy); Tr. of
6 Nov. 8, 2012 Proceedings, at 3:11–17, in Bear Stearns Mortg. Funding Trust 2007-AR2 v. EMC
7 Mortg. LLC, No. 6861-CS (Del. Ch.) (attached hereto as Exhibit 28); Tr. of Dec. 10, 2014
8 Proceedings, at 55:5–8, 346:10, 354:17–21, in *In re Lehman Bros. Holdings, Inc.*, No. 08-13555
9 (Bankr. S.D.N.Y. Dec. 10, 2014) (attached hereto as Exhibit 29).

10 **G. Trustee Communications with Certificateholders**

11 43. The Trustee took steps throughout the course of the Action to update
12 Certificateholders on its status and otherwise disseminate public information to the
13 Certificateholders.

14 44. The Trustee prepared and disseminated multiple written Notices to
15 Certificateholders in order to provide updates regarding the status of the Action (the “Litigation
16 Updates”).

17 45. Such Litigation Updates were provided on each of the following dates: October
18 17, 2012; July 28, 2014; October 16, 2014; June 12, 2015; June 29, 2015; and April 18, 2016.
19 Copies of each Litigation Update are attached as Exhibits 18, 19, 20, 21, 22, and 23. In each
20 Litigation Update, the Trustee offered to provide additional information to any requesting
21 Certificateholder upon their execution of a Common Interest and Nondisclosure Agreement
22 (“CINDA”).

23 46. The Trustee received requests from eight Certificateholders seeking additional
24 information about and/or providing views on the Action. The Trustee considered each of the
25 issues raised in these communications, performed additional research relating to such
26 communications when warranted, and responded to each Certificateholder (or its counsel) by
27 providing a copy of the CINDA, along with an explanation that the requested additional
28 information would be provided upon the Certificateholder’s execution and return of the CINDA.

1 Prior to the Trustee's acceptance of the mediated settlement described below, only one investor
2 returned an executed copy of the CINDA in order to receive such additional information, which
3 the Trustee thereafter provided.

4 **VI. THE PROPOSED SETTLEMENT**

5 **A. The Receivership Estate**

6 47. Absent a successful appeal of the Summary Judgment Ruling, the majority of the
7 Claim could be satisfied only from the assets of the Receivership Estate. Given the nature of the
8 Summary Judgment Ruling, it would have been difficult to overturn, and even if the appeal were
9 successful, proceedings on any remand based upon a contested issue of fact would be in front of
10 the same judge. Moreover, under precedential rulings of the Court of Appeals for the DC Circuit,
11 it was questionable whether the Trustee – as a non-party to the P&A Agreement – would be found
12 to have standing to pursue the appeal or other issues concerning the interpretation of the P&A
13 Agreement, particularly if the FDIC and JPMC settled their dispute in a manner adverse to the
14 interests of the Trusts. See, e.g., GECCMC 2005-C1 Plummer Street Office Ltd. P'ship v.
15 JPMorgan Chase Bank, Nat'l Ass'n, 671 F.3d 1027, 1033–35 (9th Cir. 2012); Innerface Kanner,
16 LLC v. JPMorgan Chase Bank, N.A., 704 F.3d 927, 931 (11th Cir. 2013), cert. denied, __ U.S. __
17 134 S. Ct. 175 (2013); Hillside Metro Assocs., LLC v. JPMorgan Chase Bank, Nat'l Ass'n, 747
18 F.3d 44, 48–49 (2d Cir. 2014), cert. denied, __ U.S. __, 135 S. Ct. 1399 (2015).

19 48. The FDIC-Receiver maintains a public website which includes, among other
20 things, the unaudited balance sheet of WMB: www.fdic.gov/bank/individual/failed/WMB.html.
21 As is reflected in the Settlement Agreement, page 2, the balance sheet published by the FDIC-
22 Receiver for the period ending December 31, 2015 stated that, as of that date, the then-current
23 assets of the Receivership Estate were approximately \$2,756,378,000; that WMB had
24 approximately \$7,206,000 in administrative liabilities; holders of WMB senior debt held allowed
25 claims in the WMB Receivership in the amount of \$6,077,557,000 (such claims being pari passu
26 with any allowed claim of the Trustee for its Claims); and there were allowed general unsecured
27 claims in the approximate amount of \$19,250,000 against the Receivership Estate.

28

1 49. Additionally, and as summarized above, JPMC asserted substantial Indemnity
2 Claims against the Receivership Estate, which were not included in the above claim amounts and
3 if litigated successfully or resolved at levels sufficiently favorable to JPMC had the potential to
4 consume all or substantially all of the assets of the Receivership Estate leaving few, if any, to
5 satisfy other claims, including that of the Trustee. Also, because JPMC's Indemnity Claims were
6 guaranteed by the FDIC-Corporate if the assets of the Receivership Estate were not sufficient to
7 satisfy them, the Trustee was aware that unless and until JPMC's Indemnity Claims were resolved
8 by settlement or litigation of those claims was concluded (a process that could take many years),
9 the FDIC-Receiver was not likely going to be in a position to make any distribution to the
10 Trustee, even if the Trustee and the FDIC-Receiver could settle on the amount of an allowed
11 claim against the Receivership Estate.

12 50. In addition to the Indemnity Claim, which stood in front of any potential recovery
13 to the Trusts on the Claims against FDIC-Receiver, the Trustee was aware that the Receivership
14 Estate was a diminishing asset. In this regard, in the event of continued litigation, fees and
15 expenses of counsel and experts for the FDIC-Receiver – and potentially JPMC based on its
16 indemnity claims – would be paid from the Receivership Estate such that continued litigation
17 could significantly reduce the assets available to satisfy the Claims even if proven. And, of
18 course, the Trusts would simultaneously bear the significant direct fees and costs associated with
19 continued litigation by the Trustee (e.g., lawyers and experts retained by the Trustee to prosecute
20 the Action).

21 51. Additionally, the Trustee was cognizant that litigation of the Claims to conclusion
22 would be extremely time consuming and could reasonably be expected to take many years. Thus,
23 in addition to the out-of-pocket costs borne by the Trusts during that time and the ongoing
24 diminution of the Receivership Estate, the delay associated with any fully-litigated recovery by
25 the Trusts and subsequent distribution to the Certificateholders would be substantial and impose
26 additional economic loss. In this regard, at various times groups of Certificateholders expressed
27 interest in receiving payment earlier in time rather than waiting for an uncertain – and necessarily
28 delayed and costly – litigation recovery. Because of the threshold need to adjudicate the

1 Assumption of Liability Issue before even commencing litigation of the Merits Issue, the Trustee
2 was aware that the potential delay and uncertainty in this case was more extreme than in many
3 others. Indeed, the Trustee had commenced the Action in 2009, and seven years later discovery
4 on the Merits Issue had not yet begun (except for the delivery of loan files and underwriting
5 guidelines described above).

6 52. All of these factors militated in favor of an attempt to reach a settlement.

7 **B. The Process**

8 53. At various points, sometimes with the encouragement of the DC District Court, the
9 Trustee engaged in privileged and mediated discussions with the FDIC and/or JPMorgan to
10 explore a settlement of the Action. Settlement discussions began as early as April 2010 and
11 included numerous in-person meetings and telephone negotiations among the Trustee, JPMorgan
12 and the FDIC, in various combinations and sequences. In connection with such discussions, the
13 Trustee was represented both by internal and external counsel and by David Co, a Director and
14 Head of ABS/MBS Trust and Document Custody of the Trustee.

15 54. Similarly, at various points the Mediator met directly with each of the parties
16 individually (both in person and telephonically). Initial attempts after the Summary Judgment
17 Opinion to resolve the Action through three-way discussions by and between the FDIC,
18 JPMorgan and the Trustee proved unsuccessful. Indeed, notwithstanding the Trustee's settlement
19 offers to the FDIC, the FDIC never made a counteroffer on the Trustee's Claims, and the Trustee
20 grew concerned that substantial settlement numbers were being discussed by and between the
21 FDIC and JPMC on the Indemnity Claims (which, as described above, were senior in priority to,
22 and therefore could substantially or completely erode, the Trusts' Claims against the Receivership
23 Estate). The Trustee thus determined that it would be advantageous to meet with JPMorgan –
24 separate from the FDIC – in an effort to establish a productive dialogue about how to fashion a
25 three-way resolution.

26 **C. Financial Terms**

27 55. In negotiating the Settlement, the Trustee took into consideration various positions
28 and assertions made by the FDIC and JPMorgan. In particular, the FDIC specified that:

- 1 • Any settlement would have to be “global” in the sense that all claims against the FDIC
2 by both the Trustee and JPMC – including the Indemnity Claims against both the
3 FDIC-Receiver and FDIC-Corporate – had to be resolved. The FDIC was particularly
4 insistent on this condition because the failure to resolve all claims would defeat the
5 FDIC-Receiver’s goal of resolving all material claims against the estate to enable it to
6 make distributions to Receivership Estate creditors.
- 7 • No payment would be made by the FDIC-Receiver from the Receivership Estate
8 unless and until all material claims against it were resolved (the Trustee’s Claims and
9 the JPMC Indemnity Claims being the only remaining material unresolved claims).
10 As a result, even if the Trustee were able to agree with the FDIC-Receiver on the
11 value of its Claim against the Receivership Estate, no payment would be made on that
12 Claim unless and until a resolution was reached with JPMC (such resolution having
13 the potential to reduce the value of the Claim substantially to zero).
- 14 • Any value ascribed to the Claim by the FDIC-Receiver would take the form of a
15 general unsecured claim against the assets of the Receivership Estate whereas value
16 ascribed to JPMC on its Indemnity Claims would be paid in cash inasmuch as the
17 Indemnity Claims were indisputably a priority administrative claim entitled to
18 recognition and payment ahead of general unsecured creditors. Additionally, any
19 settlement with the Trustee would have to be a full and complete settlement with
20 respect to all of the Trusts such that no Trust could be given an ability to “opt out” of
21 the Settlement and continue to litigate.

22 56. Taking account of the parameters of particular importance to the FDIC and the
23 negotiating dynamic that had evolved during initial attempts to resolve the Action, the Trustee
24 and JPMorgan, with the assistance of the Mediator, reached an agreement to make a joint
25 settlement offer to the FDIC. In the context of resolving all claims asserted by the Trusts against
26 JPMC and WMMSC, the Trustee and JPMC agreed to make a collective demand on the FDIC in
27 the amount of \$1.5 billion, which would be split \$800 million to the Trustee and \$700 million to
28 JPMC. See Exhibit 24 (the “Negotiating Agreement”). The Trustee and JPMorgan further
agreed that if it was necessary to negotiate a total payment below \$1.5 billion, any such
reductions would be borne at the rate of \$2 by the Trustee and \$1 by JPMC to a floor of \$1.35
billion (at which floor the Trustee would receive \$700 million and JPMC would receive \$650
million).¹¹ Additionally, the Trustee and JPMC agreed that in the event amounts received by
either the Trustee or JPMC exceeded the amounts contemplated by the terms of the Negotiating
Agreement, the party receiving excess funds would provide a compensating payment to the other
in order to conform the amount received by each party to the amounts agreed to in the

¹¹ Subsequently, as a result of the \$1.34 billion Mediator’s Proposal described below, the Trustee and JPMorgan agreed that the last \$10 million in reductions would be borne by them in a 1-to-1 ratio, resulting in the final \$695 million/\$645 million split.

1 Negotiating Agreement. Thus, in the event that any settlement with the FDIC afforded JPMC an
2 Indemnity Claim resulting in larger distributions to JPMC than those stipulated by the
3 Negotiating Agreement (and allowed the Trustee's Claims in an amount resulting in projected
4 distributions smaller than the stipulated amounts), JPMC agreed to make a compensating cash
5 payment to the Trustee. Conversely, the Trustee would make compensating payments to JPMC if
6 it received excess payments. In entering into the Negotiating Agreement, the Trustee sought: (1)
7 a total settlement payment that would reasonably compensate the Trusts' aggregate Claims; and
8 (2) an approach to the negotiations that maximized the likelihood of achieving that result.

9 57. The Negotiating Agreement had the impact that the Trustee had hoped for and it
10 appeared to move discussions forward constructively. However, from that point forward, the
11 mediated negotiations took many more months and many more telephonic and in person sessions
12 with the Mediator. While the Trustee and JPMorgan sought to negotiate on a joint basis for an
13 aggregate dollar amount, without disclosing the allocation between the Trustee and JPMC, during
14 the course of the mediated negotiations with the FDIC, the FDIC made individualized settlement
15 offers to JPMC and the Trustee, in each case conditioned on an agreed settlement among all three
16 parties. In other words, each counter-offer from the FDIC included a proposed cash payment to
17 JPMC on its Indemnity Claims and a proposed allowed general unsecured claim in favor of the
18 Trustee in the Receivership Estate. Consistent with the Negotiating Agreement, the demands of
19 the Trustee and JPMC were presented jointly as unitary cash amounts up until it became apparent
20 that an agreement with the FDIC was dependent on the determination and allowance of separate
21 claims amounts for each of them.

22 58. After a series of offers, counter-offers and individualized mediated discussions,
23 including by and between the FDIC and JPMC regarding certain issues relating to the scope of
24 the release to be exchanged between them, the Mediator made a final proposal to the parties that
25 was accepted by all of them and finally memorialized in the Settlement Agreement. See Exhibit
26 25. Pursuant to § 3.01 of the Settlement Agreement, the Trustee will be deemed to have an
27 allowed general unsecured creditor claim in the WMB Receivership Estate in the amount of
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1 \$3,006,929,660 (the “Trustee Allowed Claim”)¹² and the FDIC-Receiver agrees to pay JPMC
2 \$645,000,000 from the WMB Receivership Estate (the “JPMC Payment”). The Settlement
3 Agreement further provides for the exchange of full and complete mutual releases by and
4 between the Trustee and the FDIC. See id. §§ 3.03, 3.05. As is set forth in § 3.04 of the
5 Settlement Agreement, the FDIC and JPMorgan reached agreement on a release with certain
6 carve-outs that permit, inter alia, the continuation of certain litigation by the FDIC against
7 JPMorgan.

8 59. The Trustee-JPMorgan Agreement also provides that the Trustee, WMMSC and
9 JPMC will comply with the allocation of economic value set forth in the Negotiating Agreement.
10 See Exhibit 27, Trustee-JPMorgan Agreement, §3.06. The Negotiating Agreement provides that
11 in the event that combined distributions to the Trustee and JPMC from the Receivership Estate
12 exceed \$1.34 billion, the Trustee and JPMC will share such excess distributions in proportions
13 based on the inverse order of the reductions in value experienced by each of them during the
14 course of the negotiations with the FDIC described above (i.e., 1:1 with respect to the first \$10
15 million of excess distributions; and 2:1 in favor of the Trustee with respect to excess distributions
16 of \$10 to \$160 million; and 1:1 for excess distribution over \$160 million). Section 3.06 of the
17 Trustee-JPMorgan Agreement also contains a provision relating to the possibility that the Trustee
18 might receive a “Carve-Out Distribution” and was included to address a concern of the FDIC
19 while maintaining the agreed-upon economics between the Trustee and JPMorgan in the
20 Negotiating Agreement.

21 **D. Non-Financial Terms**

22 60. The Trustee and JPMorgan further agreed on certain non-financial terms that are
23 integral elements of the Settlement – and on which the Settlement is contingent – that do not
24 involve the FDIC and that were mediated solely between the Trustee and JPMorgan. These
25 further agreements are contained in the Trustee-JPMorgan Agreement.

26
27 ¹² Based on the WMB Receivership Estate’s most recent balance sheet, see, supra, ¶ 38, it is
28 estimated that this allowed claims amount will yield approximately \$695 million in eventual cash
distributions to the Trustee for the benefit of the Trusts.

1 61. Specifically, the Trustee-JPMorgan Agreement provides for the adoption – within
2 10 days of this Court’s approval of the Settlement – by JPMorgan of the subservicing protocol set
3 forth in Exhibit B to the Trustee-JPMorgan Agreement. Implementation of the Subservicing
4 Protocol provides significant additional value to Certificateholders (the “Subservicing Protocol”).
5 Indeed, the Subservicing Protocol was initially developed by a group of large institutional holders
6 in other JPMC-sponsored RMBS transactions as a core component of settlement consideration in
7 the resolution of those matters and the Trustee has been urged by certain Certificateholders to
8 require its implementation with respect to the Trusts in any settlement of the Action.

9 62. Additionally, § 2.02 of the Trustee-JPMorgan Agreement clarifies JPMorgan’s
10 right to sell or otherwise transfer servicing rights on the Mortgage Loans to certain pre-approved
11 successor servicers identified on Exhibit C thereto (the “Successor Servicers”), so long as any
12 such Successor Servicer agrees to abide by the Subservicing Protocol. By requiring any
13 Successor Servicer to continue to utilize specialized servicers focused on maximizing recoveries
14 from delinquent mortgage loans, the Trustee-JPMorgan Agreement preserves this valuable
15 component of Settlement consideration in the event that WMMSC or JPMC transfers its
16 respective servicing rights in the future.

17 63. The Trustee-JPMorgan Agreement also contains releases by and between the
18 Trustee and JPMorgan.

19 **VII. THE SETTLEMENT SHOULD BE APPROVED**

20 64. The Settlement is a reasonable resolution of the Action and should be approved.
21 This mediated settlement was the result of protracted, arms-length negotiations conducted
22 through an experienced third-party mediator and after many failed attempts to resolve the Action.
23 As such, it is the only settlement currently available that would both resolve the Trusts’ Claims
24 against the FDIC-Receiver and JPMorgan and be reasonably likely to result in cash distributions
25 to the Trusts in the foreseeable future. The Trustee does not believe that better financial terms are
26 achievable in settlement absent substantial additional litigation (including the prospect of separate
27 trials in respect of the Trusts for which WMB or WMMSC were found liable), which carries with
28 it meaningful risk, along with substantial costs and delay associated with a multi-year time to

1 (i) complete adjudication of the Assumption of Liability Issue, (ii) begin and conclude fact and
2 expert discovery on the Merits Issue, (iii) complete all necessary trials and appeals, and
3 (iv) resolve litigation between the FDIC and JPMC of JPMC's Indemnity Claims, all of which
4 would have to be achieved before any distribution from the Receivership Estate would likely be
5 possible (assuming successful adjudication of those matters). The Trustee also realizes that the
6 Receivership Estate available to satisfy the Repurchase Obligations of WMB is a diminishing
7 asset as explained above.

8 65. Moreover, the Settlement reasonably accounts for the arguments raised by the
9 FDIC, WMMSC and JPMC in defense of the Claims. See Exhibits 8 and 9 (Answers). Although
10 they pressed numerous arguments, the more central ones pressed over the course of discussions
11 follow:

- 12 • Statute of Limitations: The FDIC, WMMSC and JPMC argued that all or
13 substantially all of the Claims are barred by the Statute of Limitations. Indeed, in
14 its dismissal motion, WMMSC and JPMC argued that as a matter of law the
15 Claims for 74 of the 99 Trusts, including all of the WMMSC trusts, are time-
16 barred under the laws of either Delaware (3 years) or New York (6 years), as
17 applicable. See Exhibit 26 (Motion to Dismiss at 25–26).

18 In response, the Trustee argued: (i) that the Claims did not begin to accrue upon
19 the date of the Securitization, but only later when there was a failure to repurchase
20 the Mortgage Loans; and (ii) arguments regarding statutes of limitation present a
21 fact issue that cannot be determined on a motion to dismiss. The summary ruling
22 of the DC District Court on the dismissal motions did not analyze these arguments.
23 Subsequently, however, the New York Court of Appeals decided ACE Securities
24 Corp. v. DB Structured Products, Inc., 977 N.Y.S.2d 299 (N.Y. App. Div. 2013)
25 (“ACE”) agreeing with the position taken by JPMorgan that, under New York law,
26 the statute of limitations in an RMBS matter accrues as of the date of
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28

1 securitization. While not dispositive, the decision in ACE may be considered
2 persuasive authority and in all events factors into a risk analysis.

- 3 • Similarly, both JPMorgan and the FDIC raised questions about whether damages
4 are recoverable on Mortgage Loans that have already been liquidated. In this
5 regard, in August 2015 Judge Denise Cote, United States District Judge for the
6 Southern District of New York, issued a decision to the effect that damages may
7 not be recovered on liquidated loans. See The Bank of New York Mellon v. WMC
8 Mortgage, LLC et. al., 2015 U.S. Dist LEXIS 119809 (S.D.N.Y. Aug. 18, 2015).
9
- 10 • Both JPMorgan and the FDIC also argued that the Claims were barred because
11 notice of the alleged breaches, on a loan-by-loan and trust-by-trust basis, was
12 required to be provided as a condition precedent to the Action.
- 13 • Both JPMorgan and the FDIC argued that, in litigation of the Action, they would
14 vigorously defend against any allegations of breach as well as whether any
15 breaches “materially and adversely affected” the value of the Mortgage Loan,
16 thereby triggering the Repurchase Obligation. As was reflected in the recent post-
17 trial opinion of Judge Kevin Castel, United States District Judge for the Southern
18 District of New York, analysis of those issues must arguably be made for each
19 Mortgage Loan at issue in the Action. Here, there are over 556,000 Mortgage
20 Loans. See U.S. Bank National Association v. MASTR Adjustable Rate
21 Mortgages Trust 2006-OA2 et. al., 2016 U.S. Dist LEXIS 119890 (S.D.N.Y. Sept.
22 6, 2016).
23

24 In addition to the foregoing, at the time the Trustee accepted the mediated
25 Settlement, the Trustee took into consideration the fact that a group of major
26 holders of beneficial interests in the Trusts had previously negotiated, but not
27 consummated, an agreement with certain of the Bondholders (the only other
28 material general unsecured creditors in the Receivership Estate) under which the

1 Trustee would receive an allowed claim of approximately \$2,280,000,000,
2 approximately \$726,000,000 less than the claim allowed under the Settlement.
3 March 2, 2016 Business Wire (“Announcement by the Steering Committee of Ad
4 Hoc Committee of Washington Mutual Bank Noteholders”), available at
5 <http://www.businesswire.com/news/home/20160302006392/en/> (last viewed Dec.
6 12, 2016).

7
8 66. In reaching the decision to accept the Mediator’s Proposal, the Trustee considered
9 the history of settlement negotiations; its knowledge of the risks, costs and time associated with
10 ongoing litigation; the benefits to Certificateholders of the Settlement; input received from
11 Certificateholders during the course of Action; and the level of previous settlements in
12 comparable actions. Although not a consideration in the Trustee’s decision to accept the
13 mediated Settlement, the Trustee has retained an expert who at present is analyzing the Settlement
14 terms (the “Settlement Expert”) and will provide a report to this Court regarding whether the
15 Settlement is a reasonable resolution of the Action.

16 **VIII. ALLOCATION OF THE SETTLEMENT PROCEEDS**

17 67. The Trustee proposes to allocate all cash proceeds of the Settlement (the
18 “Settlement Proceeds”) among the Trusts and among the classes of securities issued by each Trust
19 as follows:

- 20 • First, the Trustee shall deduct from the Settlement Proceeds the aggregate amount
21 of fees and expenses incurred in connection with the Trustee’s enforcement and
22 settlement of the Claims, including without limitation the Trustee’s fees and
23 expenses in connection with this Petition (the “Expense Reimbursement
24 Amount”), and apply the Expense Reimbursement Amount to reimburse in full
25 such fees and expenses to each Trust that has borne them.
- 26 • Second, the Trustee shall retain a qualified financial advisor (the “Allocation
27 Expert”) to make any determinations and perform any calculations that are
28

1 required in connection with the allocation of the net Settlement Proceeds after the
2 deduction of the Expense Adjustment Amount (the “Net Settlement Proceeds”).

- 3 • Third, the Allocation Expert shall calculate the amount of net losses for each Trust
4 that have been or are estimated to be borne by that Trust from its inception date to
5 its expected date of termination as a percentage of the sum of the net losses that
6 are estimated to be borne by all Trusts from their inception dates to their
7 expected date of termination (such amount, the “Net Loss Percentage”).
- 8 • Fourth, the Allocation Expert shall calculate the “Allocable Share” of the Net
9 Settlement Proceeds for each Trust by multiplying (A) the amount of the Net
10 Settlement Proceeds by (B) the Net Loss Percentage for such Trust, expressed as a
11 decimal; provided that the Expert shall be entitled to make adjustments to the
12 Allocable Share of each Trust to ensure that the effects of rounding do not cause
13 the sum of the Allocable Shares for all Trusts to exceed the applicable Net
14 Settlement Proceeds.

15 68. Allocation based on total losses as proposed by the Trustee here has been adopted
16 as the most reasonable allocation methodology in a number of settlements of which the Trustee is
17 aware and it has been proposed as an appropriate and reasonable methodology by certain large
18 institutional Certificateholders who hold beneficial interests in the RMBS. The Trustee believes
19 that reimbursement of the Trustee’s aggregate enforcement and settlement fees and expenses to
20 each Trust that has borne them is fair and reasonable because such reimbursement effectively
21 reallocates the costs of enforcing and settling the Claims among the Trusts in proportion to the
22 benefits to be received by each Trust under the Settlement.

23 69. In reaching this proposed method of allocation, the Trustee evaluated whether
24 arguments specific to individual Trusts – for example based on date of securitization, breach
25 rates, documentation-specific positions – or groups of Trusts militate in favor of an individualized
26 approach to allocation based on Trust-specific issues. The Trustee thus considered alternative
27 allocation approaches but ultimately concluded that an allocation based on losses most
28 appropriately and efficiently takes account of the various issues impacting allocation, including

1 risks to the Trusts in further litigation. The Trustee has asked the Settlement Expert to include in
2 his report an opinion on the issue of whether an allocation methodology based on losses is
3 reasonable here.

4 **IX. GROUNDS FOR REQUESTED INSTRUCTIONS**

5 70. This Court has the power under statutory law, in common law and in equity to
6 instruct Petitioner as to internal affairs of the Trusts.

7 71. Probate Code Section 17200 provides in pertinent part as follows:

8 (a) Except as provided in Section 15800 [not applicable here], a trustee or
9 beneficiary of a trust may petition the court under this chapter concerning
10 the internal affairs of the trust

11 (b) Proceedings concerning the internal affairs of a trust include, but are not
12 limited to, proceedings for any of the following purposes:

13 (1) Determining questions of construction of a trust instrument.

14 (2) Determining the existence or nonexistence of any immunity, power,
15 privilege, duty or right.

16 (3) Determining the validity of a trust provision

17 ***

18 (5) Settling the accounts and passing upon the acts of the trustee,
19 including the exercise of discretionary powers.

20 (6) Instruct[ing] the trustee.

21 ***

22 (8) Granting powers to the trustee.

23 ***

24 (13) Approving or directing the modification . . . of the trust.

25 Prob. Code § 17200.

26 72. The judicial instructions sought by the Trustee in this Petition are proper under
27 Probate Code section 17200. Moreover, “[t]he list of grounds for a petition concerning the
28 internal affairs of a trust under subdivision (b) is not exclusive and is not intended to preclude a

1 petition for any other purpose that can be characterized as an internal affair of the trust.”
2 Recommendation Proposing New Probate Code, Cal. L. Revision Comm’n Reports, 1947 (1989).

3 73. California common law recognizes a trustee’s right to petition the Superior Court
4 for instructions regarding trusts of the type at issue here. See Security-First Nat’l Bank v. Tracy,
5 21 Cal. 2d 652, 653–54 (1943) (trustee of a trust consisting of real property was entitled to
6 judicial instructions as to its duties under the trust agreement because the trustee was faced with
7 conflicting demands); Security-First Nat’l Bank v. J.D. Millar Realty Co., 217 Cal. 277, 280
8 (1933) (holding that a trust to sell real property has “[t]he right to ask a court of equity for
9 instructions under such circumstances as appear here exists independent of section 1060 of the
10 Code of Civil Procedure, giving the right of action for declaratory relief.”); cf. Class Plaintiffs v.
11 City of Seattle, 955 F.2d 1268, 1273, 1282 (9th Cir. 1992) (applying New York law to a trust that
12 held as its corpus a large collection of bonds worth over \$2.25 billion); see also A. Scott & W.
13 Fratcher, *The Law of Trust*, 4th Ed. § 259 (1988) (noting the universally-recognized common law
14 right of a trustee to petition the court for instructions).

15 **X. CONCLUSION**

16 WHEREFORE, the Trustee respectfully requests that this Court enter two orders as follows:

17 **A. Approval Order**

- 18 (1) Determining that the Trustee acted reasonably and in good faith
19 within the bounds of its discretion in entering into the Settlement;
20 (2) Finding that Certificateholders received legally sufficient notice of
21 this proceeding and an opportunity to object;
22 (3) Barring any Certificateholder from asserting claims against the
23 Trustee based upon its prosecution of the Action and negotiation of,
24 and entry into, the Settlement; and
25 (4) Declaring that the Settlement and each of the documents pursuant
26 to which it was effectuated – the Settlement Agreement and the
27 Trustee-JPMorgan Agreement – is binding on the Trusts.
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B. Allocation Order: directing that the Settlement Proceeds be allocated among the Trusts and among the classes of securities issued by each Trust based on the Net Loss Percentage or based on such other methodology as this Court approves.

Dated: December 12, 2016

Respectfully submitted,
BOIES, SCHILLER & FLEXNER LLP

By /s/David Zifkin
David Zifkin

*Attorneys for Petitioner
Deutsche Bank National Trust Company,
solely as Trustee for the Trusts Listed on
Exhibits 1-A and 1-B*

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VERIFICATION

I am a Director of Deutsche Bank National Trust Company, as Trustee for the Trusts set forth on Exhibits 1-A and 1-B, in the above-titled action. I am authorized to make this verification for and on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge and/or based on my review of the corporate record or correspondence and documents relating to this matter, except for those matters which are stated on information and belief, and as to those matters I believe them to be true, and except for those matters which are statements or conclusions of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Santa Ana, California on December 12, 2016.



David Co

Confidential