

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: David Co

Name: David Co
Director

Title: _____

Signature: Ronaldo Reyes

Name: Ronaldo Reyes
Vice President

Title: _____

JPMorgan Chase Bank, N.A.

Signature: _____

Name: _____

Title: _____

Washington Mutual Mortgage Securities Corporation

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, 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: _____

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: _____

Name: _____

Title: _____

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
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 HAFA eligible, and the related Approved Subservicer participates in HAFA, such Approved Subservicer shall retain all HAFA

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