

Exhibit 1



ROBERT A. MEYER
Partner

10100 Santa Monica Blvd.
Suite 2200
Los Angeles, CA 90067

Direct 310.282.2250
Main 310.282.2000
Fax 310.919.3892
rmeyer@loeb.com

July 25, 2012

Kathy D. Patrick, Esq.
Gibbs & Bruns LLP
1100 Louisiana
Suite 5300
Houston, Texas 77002

Stacey R. Friedman, Esq.
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004

Re: JP Morgan Chase Mediation

Dear Counsel:

You have asked me to act as the mediator in connection with a dispute between the parties listed in Exhibit A ("Claimants") and JP Morgan Chase & Co and its affiliates (collectively, "JPM") (each a "Party" and collectively the "Parties") concerning certain claims belonging to Claimants and/or third parties, in which Claimants purport to have an interest. This letter will serve to outline the terms and conditions of that engagement. If you have any questions concerning any of the information provided in this letter, I will welcome your call.

1. Scope of Services.

I will serve as the mediator in the referenced matter. I expect this will involve the conduct of settlement conferences with all Parties and their representatives, the review of your respective submissions, independent research and (as necessary) separate communications with each of the Parties and their counsel. *The Parties expressly authorize such ex parte communications as part of the settlement process.*

2. Conflicts of Interest and Related Disclosures.

As I have previously disclosed in written communications to each of you, my law firm represents certain of the Claimants (or affiliates) in unrelated matters as well as JPMC (also on unrelated matters, including one matter arising from the bankruptcy of Washington Mutual, Inc.). I have not had any personal involvement in any of these other representations and it is my intention to screen all communications and materials pertaining to this mediation from the attorneys involved in the other representations of my firm. I also have a personal banking relationship with JPM.

I understand that all Parties waive any conflict of interest that might result from such representations. *If you (or your clients) are aware of any additional information that you believe should be disclosed, please let me know at the earliest opportunity.*



3. Parties.

Claimants, JPM, and I understand that additional parties may from time to time participate in this mediation (each an "Additional Party"). Any Additional Party must acknowledge and accept the terms of this agreement, as provided below, before such Additional Party may participate in the mediation process or be provided with any Mediation Information. By acknowledging and accepting this agreement, an Additional Party agrees to be bound fully by the terms herein, including but not limited to all confidentiality provisions as set forth in Section 9, below, as if it were a Party.

4. Fees.

I understand that Claimants and JPM will each be responsible for one-half of our fees, subject to any further division of fees agreed to by all Parties upon the addition of an Additional Party to this agreement. The primary measure for our services will be the actual time expended performing legal services at the hourly rates in effect at the time services are performed for the lawyers, law clerks and legal assistants who are directly involved in the matters for which you have retained us. My present hourly rate is \$750 per hour and I do not currently anticipate that anyone else at my firm will be involved in the mediation. Our firm may change the hourly rates for its personnel.

Because of the nature of the engagement, and the parties and counsel involved, we will not request a retainer.

It is the policy of our firm that, to the extent consistent with our professional responsibilities, we will perform no further services for you if our fees become more than sixty days delinquent unless that delinquency is cured.

5. Expenses Incurred and Other Charges.

In addition to our fees, we will expect to be reimbursed for all expenses incurred on your behalf, including long distance telephone calls, travel costs (business class if air travel is required), air freight, commercial messengers, computer research terminal time and printing costs, secretarial and word processing overtime when dictated by your needs and the like; we will expect you to pay us for all photocopying (currently 15¢ per page) and telecopying (currently 50¢ per page) done by us with respect to your matter(s); and if we are asked to incur any such expenses on your behalf in excess of \$2,000 in any one instance, we will ordinarily ask you to prepay those expenses. In addition, we will ordinarily expect you to pay directly the fees and expenses of any third parties that might be engaged with respect to your matter(s), where such fees and expenses exceed \$2,000 in any one instance. In the event that, before or after our engagement concludes, we are served with a subpoena or request for production of documents or testimony by any third party, you agree to pay for all of our reasonable fees and costs incurred in responding to such demand.

6. Billing Practices.



We will send an invoice, monthly, detailing all of the fees, costs and expenses incurred during the previous month. Because this is a confidential mediation in which there may be ex parte communications by one party (or its representatives) with the mediator, it is my practice to not include with invoices a detailed description of the specific tasks undertaken.

7. Termination of Engagement.

You are, of course, free to terminate our relationship at any time. We will also be free to terminate the relationship at any time, and should that unlikely event occur, we will do so in a manner which complies with applicable law, court rules and the Rules of Professional Conduct of the State Bar of California. These rules permit us to withdraw if, among other reasons, your conduct renders it unreasonably difficult for us to carry out the engagement effectively or you fail to pay our fees and costs in accordance with this Agreement.

8. File Retention Policy.

We will retain your files for six years following the conclusion of your matters; provided, however, that we will return or destroy, at the request of the respective Parties, all confidential mediation statements to the respective Parties upon termination of the engagement, and will not retain any copies. If you do not request the return of your files in writing before the end of that six-year period, upon the expiration of the period we will have no further obligation to retain the files and may in our discretion destroy the files without further notice to you. If you wish us to retain your files beyond six years, we may charge you for the cost of continued storage.

9. Confidentiality

"Mediation Information" shall mean any and all communications (whether oral or written) that are part of the Mediation process, including this agreement and any drafts thereof) and all documents, data, files, compilations, summaries, studies, analyses, forecasts, records, conduct, statements, demands, offers, or other information provided or made for the purpose of, in the course of, or in connection with, the Mediation by any of the Parties, their agents, employees, experts and attorneys, or by the mediator and his employees. The definition of Mediation Information shall be construed to the greatest and most inclusive extent possible pursuant to California Evidence Code, Division 9, Chapter 2, and the Federal Rules of Evidence (with any conflict resolved in favor of the more inclusive definition). Mediation Information does not include information that (i) is already in the receiving Party's possession, provided that such information is not known by the receiving Party to be improperly obtained, (ii) is or becomes publicly available other than as a result of a disclosure, directly or indirectly, by the receiving Party, or (iii) is developed or obtained independently by a receiving Party without use of Mediation Information.

The Mediation is a confidential process. Any Mediation Information provided by any Party or the mediator is confidential and shall be subject to both California Evidence Code § 1119 and Federal Rule of Evidence 408, and insofar as there is any conflict between them, then the statute or rule that provides the greatest level of confidentiality shall govern. The Parties are referred in this regard to *Cassel v. Superior Court*, 51 Cal. 4th 113 (2011), which addresses the scope and reach of California Evidence Code § 1119. Such communications include, without limitation, any Mediation Information exchanged directly among the Parties that



are a part of the Mediation process, as well as all private communications between the mediator and one or more of the Parties. All Mediation Information shall not be discoverable, and shall not be admissible, for any purpose in any legal, regulatory or other proceeding.

Any communication of Mediation Information is without prejudice to the legal position of any Party, and no such communication shall be construed as an admission or denial by any of the Parties as to the merits of any claim or defense. No Party waives any rights, claims or defenses in connection with the exchange of any Mediation Information.

Mediation Information shall be used by the receiving Party solely for the purpose of the Mediation and for no other purpose. A Party may disclose such Mediation Information to its members, directors, officers, employees, representatives, agents, attorneys, and advisors who need to know such information for the sole purpose of assisting with the Mediation, *provided that* the receiving individual is informed of the obligations contained herein and agrees to keep the Mediation Information confidential in accordance with the terms hereof.

If any person or entity, including any governmental or regulatory entity, requests or demands access to Mediation Information, by subpoena or otherwise, the Party receiving the request or demand shall, to the extent legally permissible, promptly notify the Party who supplied such Mediation Information, and the other Parties to the mediation, so that the supplying Party, or any other Party to the mediation, may seek an appropriate protective order. The Parties agree that each of them shall take all reasonable steps to permit, facilitate and support the assertion by the supplying Party of all applicable protections, rights and privileges with regard to said Mediation Information, including the protections afforded by California Evidence Code § 1119 and Federal Rule of Evidence 408.

At any time upon the written request of any Party, a receiving Party agrees to promptly destroy or deliver to the supplying Party, at the receiving Party's option, all Mediation Information received from such supplying Party and any other material containing or reflecting any Mediation Information received from such supplying Party, except that no Party shall be required to return or destroy its own correspondence or submissions even if they contain reference to Mediation Information provided by another Party provided those documents are maintained as confidential, in accordance with this agreement; and further provided that a receiving Party need not destroy or return Mediation Information to the extent that information is the subject of a pending third-party subpoena or other valid information or document request. Such receiving Party shall not retain any copies, extracts or other reproductions in whole or in part of such material, except information recipient is required to retain in order to comply with applicable law or regulatory authority (including adhering to such Party's document retention policies enacted in good faith in furtherance of such compliance)..



10. Arbitration and Costs.

If you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. It is our belief that most such problems can be resolved by good faith discussions between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussions between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration than by court proceedings.

Arbitration is a process by which both parties to a dispute agree to submit the matter to an arbitrator and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and other costs incurred by both sides are usually substantially less. Of course, you are encouraged to discuss the advisability of arbitration with other counsel or any of your other advisors and to ask any questions which you may have.

By executing this letter you agree that if any dispute between you and the firm arises out of this Agreement, our relationship with you or our performance of any current or future legal services, whether those services are the subject of this particular engagement letter or otherwise, that dispute will be resolved solely by binding arbitration in Los Angeles, California, before a retired California superior court judge under the auspices and the commercial arbitration rules of the American Arbitration Association. The disputes subject to binding arbitration will include, without limitation, disputes regarding attorneys' fees or costs and those alleging negligence, malpractice, breach of fiduciary duty, fraud or any claim based upon a statute, as well as any dispute as to the arbitrability of any such claims. The arbitrator's award will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Arbitration will be the sole means of resolving any such disputes, and both parties waive their rights to resolve disputes by jury trial or other court proceedings.

The prevailing party in any such arbitration or litigation will be entitled to recover all attorneys' fees (including, in the event we are the prevailing party, the value of the time of all attorneys in our firm who perform legal services in any such arbitration or litigation, computed at their normal billing rates), all experts' fees and expenses and all costs (whether or not such costs are recoverable pursuant to the California Code of Civil Procedure) which may be incurred in connection with either obtaining or collecting any judgment and/or arbitration award, in addition to any other relief to which that party may be entitled.




Kathy D. Patrick, Esq.
Stacey R. Friedman, Esq.
July 25, 2012
Page 6

If you ever have any concerns about our work, please feel free to contact me or Michael Beck, our Chairman.

If you agree with the foregoing, please sign the enclosed copy of this letter and return it to me.

Sincerely,


Robert A. Meyer
of Loeb & Loeb LLP



The undersigned has read and understood this agreement and acknowledges that this agreement is subject to binding arbitration as provided above. In addition, the undersigned, on behalf of their respective clients, have considered the conflicts of interest section of this paragraph and expressly waive any such conflicts. The foregoing accurately sets forth all the terms of this engagement and is approved and accepted as of July 25, 2012.

Gibbs & Bruns LLP
Kathy D. Patrick, Esq.

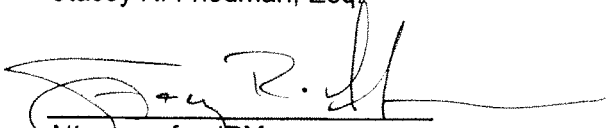
Scott

Digitally signed by Scott Humphries
DN: cn=Scott Humphries, o=ou,
email=shumphries@gibbsbruns.co
m, c=US
Date: 2012.07.25 09:49:56 -0500

Humphries

Attorneys for Claimants

Sullivan & Cromwell LLP
Stacey R. Friedman, Esq.



Attorneys for JPM



Acknowledgement of Acceptance by Additional Parties

The undersigned Additional Party (or Parties) has read and understood this agreement and acknowledges that this agreement is subject to binding arbitration as provided above. In addition, the undersigned, on behalf of their respective clients, have considered the conflicts of interest section of this paragraph and expressly waive any such conflicts. The foregoing accurately sets forth all the terms of this engagement and is approved and accepted as of _____, 20__.

Additional Party (or Parties): _____

Law Firm (if applicable): _____

Signatory: _____

Attorneys for Additional Party (or Parties)