

# Exhibit 35

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June 30, 2009

**BY Electronic Mail (nnapierala@rnmllp.com  
and iszollosi@rnmllp.com)**

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26 Broadway- 22d Floor  
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**Re: Termination of Niket Jain for Cause**

Dear Natalie and Ildiko:

I am writing to inform you that your client, Niket Jain, is hereby terminated for cause as a Managing Member of White Eagle Partners, LLC ("Company"), pursuant to Section 12(a)(ii) of the Company's Operating Agreement. In particular, this termination for cause is based on two material breaches of the Company's Operating Agreement by Mr. Jain. The particular provision of the Operating Agreement that Mr. Jain has twice materially breached is Section 5, which provides, in relevant part that, "[i]n the event that the Managing Members disagree with respect to a particular issue, the decision of [Managing Member A. James] Rasteh shall govern the issue."

The first material breach of Section 5 concerns Mr. Jain's repeated refusal to comply with a request by the Company that he provide data relating to his personal trading during the period May 2008 through April 2009. This request was made as part of the Company's efforts to comply with various Securities and Exchange Commission ("SEC") regulations and to ensure that no one with access to the Company's trading positions, including Mr. Jain, was using this proprietary and confidential information for their personal benefit by trading on this information. In response to this request, you requested whether Mr. Jain could provide this information to someone who would not share it with Mr. Rasteh. After the Company agreed to this condition, Mr. Jain still refused to comply with this request. Thus, Mr. Jain and Mr. Rasteh disagreed about whether Mr. Jain should provide this information to the Company in the context of

regulatory and internal compliance, Section 5 required Mr. Jain to accept Mr. Rasteh's decision, and he repeatedly failed to do so. Thus, cause exists to terminate Mr. Jain for his repeated material breach of Section 5.

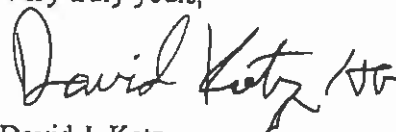
The second material breach of Section 5 concerns Mr. Jain's decision in April and/or May of 2009 to communicate with \_\_\_\_\_, the Company's largest customer, regarding the outstanding disputes between him and Mr. Rasteh and the details of the settlement negotiations relating to these disputes. During the course of these settlement negotiations, Mr. Jain suggested that he and Mr. Rasteh reach out to \_\_\_\_\_ to enlist its assistance in resolving their outstanding disputes. After carefully considering this proposal, Mr. Rasteh rejected it and told Mr. Jain that under no circumstances was he to communicate with \_\_\_\_\_ regarding his and Mr. Jain's outstanding disputes or the confidential settlement negotiations involving those disputes. Shortly thereafter, Mr. Rasteh was contacted by \_\_\_\_\_ and informed that Mr. Jain had ignored Mr. Rasteh's decision and had communicated to \_\_\_\_\_ the details of these outstanding disputes and settlement negotiations (albeit inaccurately) and had also told \_\_\_\_\_ that, if these disputes were not resolved to Mr. Jain's satisfaction, he would sue the Company.

\_\_\_\_\_ has recently responded to Mr. Jain's communication by threatening to make a significant redemption. Thus, Mr. Jain and Mr. Rasteh disagreed about whether Mr. Jain should communicate with the Company's largest customer about the parties' confidential settlement negotiations, Section 5 required Mr. Jain to accept Mr. Rasteh's decision, he failed to do so, and the Company is now facing a significant threatened redemption. Thus, cause exists to terminate Mr. Jain for his material breach of Section 5.

The Company reserves all rights with respect to these material breaches of the Operating Agreement and any breaches by Mr. Jain of his fiduciary duties to the Company.

**REDACTED**

Very truly yours,



David J. Katz