

Exhibit 36

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

X-----
NIKET K. JAIN,

Plaintiff,

-against-

A. JAMES RASTEH and
WHITE EAGLE PARTNERS, LLC.,

Defendants.
X-----

AMENDED COMPLAINT

Index No. 109920/09
(Schweitzer, J.)

Plaintiff, Niket K. Jain, by his attorney, Paul E. Kerson, Esq. of the law offices of Leavitt, Kerson & Duane, Esqs., alleges as follows:

**AS AND FOR A FIRST CAUSE OF ACTION
FOR BREACH OF CONTRACT**

1. At all times here and after mentioned, plaintiff Niket K. Jain was and is a resident of the Borough of Manhattan, City, County, and State of New York.
2. At all times here and after mentioned, defendant A. James Rasteh was and is a resident of the Borough of Manhattan, City, County, and State of New York.
3. At all times here and after mentioned, defendant White Eagle Partners, LLC was and is a Delaware Corporation doing business in New York pursuant to the Laws and Constitution of the State of New York, and maintaining its principal office for the conduct of its business at 527 Madison Ave., 6th floor, New York, NY 10022.

4. Defendant White Eagle Partners, LLC is in the business of providing investment management and advisory services. Defendant White Eagle Partners, LLC. is responsible for the investment of approximately \$90,000,000.

5. On or about May 1, 2008, plaintiff Jain and defendant Rasteh entered into a Limited Liability Company Agreement of defendant White Eagle Partners, LLC. Said agreement provides, at Section 12 (a)(ii) that "Rasteh may require Jain to withdraw for cause (and only cause) at any time". Section 9 of the aforesaid Limited Liability Company Agreement of White Eagle Partners, LLC provides that Rasteh is entitled to 83% of the net profits of the company, and that Jain is entitled to 17% of the net profits of the company. Plaintiff Jain was not represented by counsel in the preparation of the aforesaid Limited Liability Company Agreement. See attached Exhibit A.

6. Jain has not committed any act whatsoever that would allow Rasteh to discharge Jain "for cause".

7. Thereafter, on or about February 11, 2009, defendant Rasteh breached the aforesaid Limited Liability Company Agreement and sent plaintiff Jain an e-mail stating "you will be escorted out if you come in tomorrow", in complete violation of the aforesaid Limited Liability Company Agreement, Section 12 (a)(ii).

8. Thereafter, plaintiff retained counsel and demanded of defendants plaintiff's appropriate share of the capital and profits of defendant White Eagle Partners, LLC, or, in the alternative, to be allowed back into the company offices and to continue to work at the company, and to have full access to the books and records, bank accounts and stock and bond accounts of the company. Defendants refused all of these reasonable requests by Jain.

9. As a result of the foregoing, plaintiff has been damaged by the defendants, and each of them, in a sum in excess of the jurisdictional limits of all lower courts which might otherwise exercise jurisdiction in this action.

10. Plaintiff has no adequate remedy at law.

**AS AND FOR A SECOND CAUSE OF ACTION FOR
MISREPRESENTATION, FRAUD, WILFUL DEFAULT,
BREACH OF TRUST AND UNDUE INFLUENCE
PURSUANT TO CPLR RULE 3016(b)**

11. Plaintiff repeats, reiterates and realleges paragraphs 1-10 as if more fully set forth herein.

12. Defendants, and each of them, committed misrepresentation, fraud, wilful default, breach of trust, and undue influence when the defendants, and each of them, failed, neglected and refused to honor Section 13 of the aforesaid Limited Liability Company Agreement concerning payments to plaintiff after plaintiff was wrongfully ejected from defendants' offices by defendants and each of them by February 11, 2009.

13. Defendants, and each of them, committed misrepresentation, fraud, wilful default, breach of trust and undue influence against plaintiff when defendants, and each of them, forced plaintiff to withdraw from White Eagle Partners LLC without cause in violation of the aforesaid Limited Liability Company Agreement, Section 12(a)(ii) on February 11, 2009.

14. Defendants, and each of them, committed misrepresentation, fraud, wilful default, breach of trust, and undue influence when they required plaintiff to withdraw from White Eagle without cause in violation of the aforesaid Limited Liability Company Agreement, Section 12(a)(ii) on

February 11, 2009 and thereafter refused to pay plaintiff his net profits pursuant to Section 9 of the aforesaid Limited Liability Company Agreement.

15. As a result of the foregoing, plaintiff has been damaged by the defendants, and each of them, in a sum in excess of the jurisdictional limits of all lower courts which might otherwise exercise jurisdiction in this action.

**AS AND FOR A THIRD CAUSE OF ACTION FOR UNCONSCIONABLE
CONTRACT OR CLAUSE PURSUANT TO NEW YORK UNIFORM
COMMERCIAL CODE, SECTION 2-302**

16. Plaintiff repeats, reiterates and realleges paragraphs 1-15 as if more fully set forth herein.

17. The aforesaid Limited Liability Company Agreement of plaintiff and defendants is unconscionable within the meaning of New York Uniform Commercial Code (UCC), Section 2-302 in that Section 12(a)(ii) of said Limited Liability Company Agreement states that "Rasteh may require Jain to withdraw for cause (and only cause) at any time." The said Section 12(a)(ii) permits defendant Rasteh to define "a material breach of this agreement" or "fraudulent behavior" without giving plaintiff a method of countering defendant Rasteh's wrongful definitions of "material breach" and "fraudulent behavior".

18. The aforesaid Limited Liability Company Agreement, Section 17, provides "restrictive covenants" for "the six (6) month period commencing with the termination or expiration thereof." Said restrictive covenant is wholly unconscionable within the meaning of UCC 2-302.

19. The entire Limited Liability Company Agreement of defendant White Eagle Partners LLC, as signed by plaintiff and defendant is unconscionable within the meaning of UCC 2-302 in that it apparently allegedly permitted defendants Rasteh and White Eagle Partners LLC to eject plaintiff Jain from defendant White Eagle Partners LLC's offices for no apparent reason whatsoever.

20. As a result of the foregoing, plaintiff has been damaged by the defendants, and each of them, in a sum in excess of the jurisdictional limits of all lower courts which might otherwise exercise jurisdiction in this action.

**AS AND FOR A FOURTH CAUSE OF ACTION FOR
DECEPTIVE ACTS AND PRACTICES IN VIOLATION
OF NEW YORK GENERAL BUSINESS LAW SECTION 349**

21. Plaintiff repeats, reiterates and realleges paragraphs 1 through 20 as if more fully set forth herein.

22. The aforesaid Limited Liability Company Agreement of plaintiff and defendants is a deceptive act and practice in the conduct of any business, trade or commerce or in the furnishing of any service within the meaning of GBL Section 349(a) and is thus unlawful.

23. When defendant Rasteh ejected plaintiff Jain from the premises of defendant White Eagle Partners LLC, said wrongful ejection constituted a deceptive act and practice in the conduct of the business of defendant White Eagle Partners LLC and is thus unlawful within the meaning of GBL Section 349(a).

24. Due to the aforesaid wrongdoing of defendants, plaintiff brings this action pursuant to GBL Section 349(h) to enjoin the unlawful acts and practices of these defendants, and to recover plaintiff's money damages due to the unlawful deceptive acts and practices of defendants as set forth above.

25. As a result of the foregoing, plaintiff has been damaged by the defendants, and each of them, in a sum in excess of the jurisdictional limits of all lower courts which might otherwise exercise jurisdiction in this action.

WHEREFORE, plaintiff demands judgment that:


(a) The defendants Rasteh and White Eagle Partners, LLC be required to account for and restore to the plaintiff all of the capital and net profits and property and income therefrom, of plaintiff's rightful share of 17% of the assets and value of defendant White Eagle Partners, LLC, and

(b) That defendants Rasteh and White Eagle Partners, LLC be permanently enjoined from refusing access of plaintiff Jain to the offices, books and records, bank accounts, and stock and bond accounts of defendant White Eagle Partners, LLC., and

(c) That this Court determine that the Limited Liability Company Agreement of White Eagle Partners LLC, attached hereto is void as unconscionable within the meaning of New York Uniform Commercial Code, Section 2-302, and void as deceptive within the meaning of GBL Section 349, and

(d) That plaintiff have such other, further, and different relief as shall be just and proper in the circumstances, including punitive damages, costs, disbursements, attorneys' fees, and interest from February 11, 2009, the date of the wrongful lock-out.

13
Dated: August 11, 2009
New York, NY

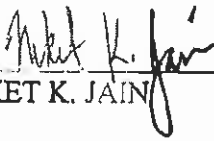

PAUL E. KERSON
Leavitt, Kerson, & Duane
Attorneys for Plaintiff
228 East 45th Street 17th Floor
New York, NY 10017
(212) 973- 9339

VERIFICATION

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.:

NIKET K. JAIN, being duly sworn, states that he is the Plaintiff in this action and that the foregoing Amended Complaint is true to his own knowledge, except those matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.



NIKET K. JAIN

Sworn to before me this ^{13th} ~~15th~~ day
of August, 2009.



Notary Public

PAUL E. KERSON
Notary Public, State of New York
O.K. No. 4643475
Qualified in Westchester County
Commission Expires 11-30-09

LIMITED LIABILITY COMPANY AGREEMENT OF WHITE EAGLE PARTNERS, LLC

This Limited Liability Company Agreement (the "Agreement") dated as of May 1, 2008, of White Eagle Partners, LLC, is entered into by and among A. James Rasteh ("Rasteh") and Niket K. Jain ("Jain") and all of the parties hereafter who sign this Agreement to become Members. Rasteh and Jain and each such subsequent Member will be referred to individually as a "Member" and collectively as the "Members".

The Members hereby form a limited liability company pursuant to and in accordance with the Limited Liability Company Act of the State of Delaware, as amended from time to time (the "LLCA"), and hereby agree as follows:

1. **Name.** The name of the limited liability company formed hereby is White Eagle Partners, LLC (the "Company").
2. **Term.** The term of the Company shall continue until December 31, 2028, provided, however, that if an entity for which the Company acts as an investment manager or general partner shall continue beyond such date, then the term of the Company shall likewise be extended.
3. **Purpose.** The Company is formed for the purpose of providing investment management and advisory services and engaging in any lawful act or activity for which limited liability companies may be formed under the LLCA and engaging in activities incidental to the foregoing.
4. **Members.** The name and the business, residence or mailing address of the Members are set forth on Schedule A.
5. **Powers, Duties, etc.** The business and affairs of the Company shall be managed by Rasteh and Jain (the "Managing Members"). In the event of the death, permanent disability or retirement of a Managing Member, the Company shall be managed by the remaining Managing Member. The Managing Members or their designees shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed under the LLCA, including, without limitation, the ability to (i) open and close bank, brokerage and custodian accounts, (ii) enter into, perform and carry out contracts and undertakings of any kind, (iii) employ or otherwise engage Members, contractors, consultants, advisors, attorneys and accountants and pay reasonable compensation for such services, and (iv) to act for the Company in all matters. In the event that the Managing Members disagree with respect to a particular issue, the decision of Rasteh shall govern the issue, except that approval of the Managing Members shall be required for each of the following actions: (1) any amendment to this Agreement, (2) the termination, dissolution or liquidation of the Company, and (3) the admission of an additional Member to the Company.
6. **Capital Accounts.** A Capital Account shall be established on the books of the Company for each Member. The Capital Account of each Member shall be an amount equal to the capital contributions made by such Member to the Company and any profits allocated to such Member pursuant to Section 9, less any losses allocated to such Member pursuant to Section 9 and any distributions made to such Member.
7. **Capital Contributions.** Each Member has made an initial cash capital contribution to the Company as follows:

James Rasteh	\$30,880
Niket Jain	\$3,008
8. **Additional Contributions.** Each Member may (i) be required to make additional capital contributions to the Company in such amounts and at such times as determined by the Managing Members and (ii) make voluntary capital contributions to the Company on a quarterly basis and at such other times as the Managing Members shall permit. Such contributions do not alter the allocation of profits.

9. Allocation of Net Profits and Net Losses. Net profits or net losses (excluding any gain or loss realized in connection with the sale of all or substantially all of the Company's business or assets), if any, for each year shall be allocated among the Members in proportion to the Participating Percentages of the Members in effect for that year (with appropriate adjustments, as determined by the Managing Members, if Participating Percentages change during the year). The sum of the Participating Percentages of all Members shall equal 100%. The Participating Percentages of the Members shall initially be as follows:

James Rasteh	83%
Niket Jain	17%

The Participating Percentages of the Members will be diluted pro rata pursuant to Section 18; provided, however, that Jain will not be diluted below 15% until the assets under management of the pooled investment vehicles or managed accounts (the "Managed Funds") managed by the Company equal or exceed \$1,000,000,000. Notwithstanding the foregoing, any non-incentive bonus amounts paid to the Company's Chief Financial Officer and Senior Analyst shall be allocated solely to Rasteh and shall reduce his share of net profits; provided, however, if the assets under management of the Managed Funds equal or exceed \$1,000,000,000, such compensation expenses will be allocated pro rata among all Members.

Additionally, Rasteh has provided an incentive scheme for Jain the next 3 12-month periods from launch, as follows: if performance is equal to or in excess of 15% net, but less than 20% net, for a 12 month period, Jain earns an extra 0.25% equity payable by Rasteh. If performance is equal to or in excess of 20% net for a 12 month period, Jain earns an extra 0.75% equity payable by Rasteh. This equity is not subject to dilution until assets under management equal or exceed \$1,000,000,000, as mentioned in the previous paragraph. For the avoidance of doubt, should fund performance be in excess of 20% for the next 36 months of launch, Jain will receive an extra 0.75% at the end of each of the 12 months.

Finally, in the event of a sale, and only in the event of a sale, Jain will be allocated 12% of proceeds instead 17%. Rasteh has provided an incentive scheme for Jain for the first 12-month period from launch as follows: if performance is equal to or in excess of 15% net, but less than 20% net, for the first 12 month period, Jain will earn an extra 3% of proceeds, for a total of 15%, in the event of a sale. If performance is equal to or in excess of 20% net for the first 12 month period, Jain will earn an extra 4.5% of proceeds, for a total of 16.5%, in the event of a sale. This amount is subject to dilution provision mentioned above when assets under management of the Managed Funds equal or exceed \$1,000,000,000.

10. Distributions.

(a) Distributions, if any, shall be made to the Members at the times and in the aggregate amounts as determined by the Managing Members. Subject to Section 9 and the discretion of the Managing Members, such distributions shall be allocated among the Members in the same proportion as their Participating Percentage, unless otherwise agreed to by the Managing Members.

(b) With respect to each fiscal year in which the Company anticipates an allocation among the Members of items of taxable income and gain in excess of items of taxable deduction, loss and the loss equivalent of tax credits (determined by dividing the amount of the credits by the combined highest marginal Federal income tax rate and state income taxes for federal income tax purposes (the "Combined Rate") applicable to any individual or corporate taxpayer Member (or if the Member is a limited liability company, the Members of such limited liability company) determined without regard to alternative minimum taxes), the Tax Matters Member (which will be [a] Managing Member) shall, if a Member requests, cause to be

distributed from time to time during such fiscal year to each Member out of available cash an amount of money equal to such Member's anticipated estimated tax amount.

11. Assignments. A Member may not assign in whole or in part any interest that he may have in the Company without the consent of the Managing Members.

12. Withdrawal of a Managing Member.

(a) (i) A Managing Member may voluntarily withdraw all or any portion of its Capital Account from the Company upon at least 60 days' advance written notice as of the end of each calendar quarter or at such other times as the Managing Members may in their sole discretion permit; provided, however, that a withdrawal may be refused, if the non-withdrawing Managing Member determines that it may jeopardize the Company's financial condition.

(ii) Rasteh may require Jain to withdraw for Cause (and only Cause) at any time. For purposes of this Agreement, "Cause" shall mean (A) a finding by a court or other governmental body or a plea or similar agreement admitting that an act or omission constitutes a felony under the laws of the United States or any state thereof (or an equivalent crime in another jurisdiction) or a violation of the securities laws of any governmental or self regulatory body, (B) a material breach of this Agreement or (C) fraudulent behavior. For the avoidance of doubt, Rasteh cannot require Jain to withdraw without Cause.

13. Retirement Payments for Managing Members.

(a) If (i) a Managing Member voluntarily withdraws from the Company for reasons other than death or permanent disability or is required to withdraw from the Company with Cause and (ii) the date of such Managing Member's withdrawal (his "Departure Date") is at least one (1) year after the date on which such Managing Member was admitted as a Member of the Company (his "Admission Date") but less than two (2) years after his Admission Date, such Managing Member shall be entitled to receive payments as follows. For each of the three (3) fiscal years following the year which includes his Departure Date, such Managing Member shall be entitled to receive a percentage of Net Profits equal to the product of (i) such Managing Member's Participating Percentage for the fiscal year which includes his Departure Date and (ii) the Applicable Percentage applicable to the particular fiscal year as set forth on Schedule B.

(b) If (i) a Managing Member voluntarily withdraws from the Company for reasons other than death or permanent disability or is required to withdraw from the Company with Cause and (ii) such Managing Member's Departure Date is at least two (2) years after such Managing Member's Admission Date but less than three (3) years after his Admission Date, such Managing Member shall be entitled to receive payments as follows. For each of the three (3) fiscal years following the year which includes his Departure Date, such Managing Member shall be entitled to receive a percentage of Net Profits equal to the product of (i) such Managing Member's Participating Percentage for the fiscal year which includes his Departure Date and (ii) the Applicable Percentage applicable to the particular fiscal year as set forth on Schedule C.

(c) If (i) a Managing Member voluntarily withdraws from the Company for reasons other than death or permanent disability or is required to withdraw from the Company with Cause and (ii) such Managing Member's Departure Date is at least three (3) years after such Managing Member's Admission Date but less than five (5) years after his Admission Date, such Managing Member shall be entitled to receive payments as

follows. For each of the three (3) fiscal years following the year which includes his Departure Date, such Managing Member shall be entitled to receive a percentage of Net Profits equal to the product of (i) such Managing Member's Participating Percentage for the fiscal year which includes his Departure Date and (ii) the Applicable Percentage applicable to the particular fiscal year as set forth on Schedule D.

(d) If (i) a Managing Member voluntarily withdraws from the Company for reasons other than death or permanent disability or is required to withdraw from the Company with Cause and (ii) such Managing Member's Departure Date is at least five (5) years after his Admission Date, such Managing Member shall be entitled to receive payments as follows. For each of the five (5) fiscal years following the year which includes his Departure Date, such Managing Member shall be entitled to receive a percentage of Net Profits equal to the product of (i) such Managing Member's Participating Percentage for the fiscal year which includes his Departure Date and (ii) the Applicable Percentage applicable to the particular fiscal year as set forth on Schedule E.

(e) Tax Treatment of Payments. The Members agree that any payment pursuant to this Section 13 shall be treated as a payment to a retiring partner under Section 736(a) of the Internal Revenue Code of 1986, as amended.

14. Death or Permanent Disability of a Managing Member.

(a) In the event of the death or "permanent disability" (as defined in Section 14(b)) of a Managing Member, such Managing Member (or his estate) shall be entitled to receive such Managing Member's Participating Percentage of the net profits or net losses for the fiscal year in which such Managing Member's "Death/Disability Date" (as defined in Section 14(b)) occurs. Effective as of January 1 of the fiscal year immediately following the fiscal year in which such Managing Member's "Death/Disability Date" occurs, the Participating Percentage of such Managing Member (or his estate) shall be reduced to such Managing Member's "Continuing Participating Percentage" (as defined in Section 14(b)) and shall not thereafter be further reduced without the consent of such Managing Member (or his estate). By way of clarification, this paragraph shall not apply in the case of a Managing Member who has withdrawn from the Company prior to the date of his death or permanent disability.

(b) Definitions.

(i) The "Death/Disability Date" of a Managing Member is the date on which such Managing Member dies or becomes permanently disabled.

(ii) A "permanent disability" means a disability that prevents a Managing Member from performing his duties pursuant to this Agreement for a period of ninety (90) consecutive days, as determined by the chief of medicine of a major metropolitan hospital.

(iii) The "Continuing Participating Percentage" of a Managing Member means the product of (x) twenty percent (20%) and (y) such Managing Member's Participating Percentage immediately prior to his Death/Disability Date.

15. Withdrawal of a Member other than a Managing Member.

(a) (i) A Member that is not a Managing Member may voluntarily withdraw all or any portion of its Capital Account from the Company upon at least 60 days' advance written notice as of the end of each calendar quarter or at such other times as the Managing Members may in their sole discretion permit; provided, however, that a withdrawal may be refused, if the Managing Members determine that it may jeopardize the Company's financial condition.

(l) The Managing Members may require that any non-Managing Member withdraw from the Company, in whole or in part, at any time with or without Cause. Rasteh's approval is required for removal of any non-Managing Member

(ii) In the event of the death or permanent disability of a non-Managing Member, such Member shall be deemed to have completely withdrawn from the Company as of the end of the quarter in which such death or permanent disability took place.

(b) Upon a withdrawal, the withdrawing non-Managing Member will be paid the withdrawn portion of his Capital Account balance as of the withdrawal date at such times and only to the extent that the Company is able to withdraw such amounts from the Managed Funds and such non-Managing Member shall not be entitled to any other amounts from the Company or its remaining Members unless agreed to otherwise by the Managing Members.

16. Admission of Additional Members. Additional Members of the Company may be admitted to the Company with the consent of the Managing Members.

17. Restrictive Covenants.

(a) Except for Rasteh, during the Member's term hereof and for the six (6) month period commencing with the termination or expiration thereof, unless the Member first obtains Rasteh's prior written consent (which consent may be withheld for any reason, in Rasteh's sole and unfettered discretion), the Member agrees, individually and on behalf of any current or future affiliate, not to: (i) directly or indirectly, actively or inactively, either as principal, agent, independent contractor, consultant, director, officer, employee, employer, advisor (whether paid or unpaid), stockholder, partner, Member or in any other individual or representative capacity whatsoever, either for his own benefit or the benefit of any other person or entity (A) solicit, hire, entice, induce, recruit or employ, or associate with or engage in any business relationship with, any person or entity who at any time during the term of this Agreement was employed or engaged as an attorney, accountant, producer, advisor, consultant, representative, independent contractor or agent of the Company or any of its affiliates, or (B) solicit, recruit, represent, consult or act for, or provide any service or advice to any person or entity who was a client of the Company or any of its affiliates during the Member's term hereof or is about to become a client of the Company or any of its affiliates (i.e., within 6 months after Member's departure), or (ii) enter into the employment of, or become involved, affiliated or associated with, or act as a consultant, director or officer of, or invest or acquire at least a 5% interest in, or deal with, or render any service or advice to or in connection with any person or entity that competes with the Company or any of its affiliates is then engaged (for purposes hereof, "compete" shall mean utilizing, undertaking or implementing [at an investment management firm] an investment strategy substantially similar to the strategy employed by the Company for the Managed Funds).

(b) The Company and each Member acknowledge that the restriction provisions of this Section 15 are reasonable and necessary and that the Company will be irrevocably damaged if such covenants are not specifically enforced. Accordingly, each Member and the Company agree that, in addition to any other relief or remedies available to the Company, the Company shall each be entitled to seek and obtain an appropriate injunction or other equitable remedy from a court with proper jurisdiction for the purposes of restraining the other party from any actual or threatened breach of such covenants, and no bond or security will be required in connection therewith. If any of such provisions is deemed invalid or unenforceable, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable.

18. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLCA.

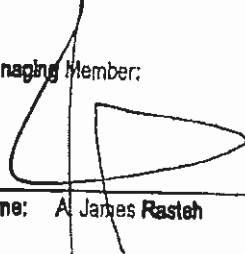
19. Amendments to the Agreement. This Agreement may be amended at any time with the consent of the Managing Members.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

21. Counterparts. This Agreement may be executed in more than one counterpart with the same effect as if the Members executing the several counterparts had all executed one document.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth above.

Managing Member:


Name: A. James Rasteh

May 12. 08
Date

Managing Member:


Name: Niket K. Jain

5.20.2008
Date

Schedule A

Name

Address

James Rasteh

77 Bleecker St., Apt. 729E, New York, NY 10012

Niket Jain

61 West 62nd St., Apt. 8G, New York, NY 10023

5

Schedule B

<u>Fiscal Year</u>	<u>Applicable Percentage</u>
First fiscal year following fiscal year during which Departure Date occurs	25.00%
Second fiscal year following fiscal year during which Departure Date occurs	16.67%
Third fiscal year following fiscal year during which Departure Date occurs	8.33%

Schedule C

<u>Fiscal Year</u>	<u>Applicable Percentage</u>
First fiscal year following fiscal year during which Departure Date occurs	50.00%
Second fiscal year following fiscal year during which Departure Date occurs	33.33%
Third fiscal year following fiscal year during which Departure Date occurs	16.67%

Schedule D

<u>Fiscal Year</u>	<u>Applicable Percentage</u>
First fiscal year following fiscal year during which Departure Date occurs	75.00%
Second fiscal year following fiscal year during which Departure Date occurs	50.00%
Third fiscal year following fiscal year during which Departure Date occurs	25.00%

Schedule E

<u>Fiscal Year</u>	<u>Applicable Percentage</u>
First fiscal year following fiscal year during which Departure Date occurs	75.00%
Second fiscal year following fiscal year during which Departure Date occurs	50.00%
Third fiscal year following fiscal year during which Departure Date occurs	30.00%
Fourth fiscal year following fiscal year during which Departure Date occurs	25.00%
Fifth fiscal year following fiscal year during which Departure Date occurs	10.00%

SK 26240 0002 878083

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NIKET K. JAIN,

Plaintiff,

-against-

A. JAMES RASTEH and WHITE EAGLE PARTNERS, LLC.,

Defendants.

AMENDED COMPLAINT

LEAVITT, KERSON & DUANE

Attorneys for Plaintiff
228 E. 45th St., 17th Floor
New York, NY 10017
(212) 973-9339
Fax (212) 973-9494

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certified that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: 6/13/09

Signature: [Handwritten Signature]

Print Signer's Name Patricia E. KERSON

Service of a copy of the within

is hereby admitted.

Dated:

.....
Attorney(s) for

PLEASE TAKE NOTICE

Notice of Entry that the within is a (certified) true copy of a entered in the office of the clerk of the within Court on

Notice of Settlement that an of which the within is a true copy will be presented for settlement to the Hon. one of the Judges of the within named Court, at on , 2009 at 9:30 a.m.

LEAVITT, KERSON & DUANE
Attorneys for
228 E. 45th St., 17th Floor
New York, NY 10017
(212) 973-9339