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October 14, 2011

David A. Stawick
Secretary
Commodity Futures Trading Commission
Three Lafayette Center
1155 21st Street, NW
Washington, DC 20581

Re: Customer Clearing Documentation and Timing of Acceptance for Clearing, RIN 3038-AD51.

Dear Secretary Stawick:

This letter is submitted on behalf of the undersigned firms (the "Firms") in response to the Commodity Futures Trading Commission's (the "CFTC" or the "Commission") proposed rules regarding the documentation between a customer and a futures commission merchant ("FCM") that clears on behalf of the customer and the timing of acceptance or rejection of trades for clearing by a derivatives clearing organization ("DCO") and clearing members (the "Proposed Rules").[1] The Firms appreciate the opportunity to provide comments to the Commission with respect to the Proposed Rules.

[1] See 76 Fed. Reg. 45730 (Aug. 1, 2011) (the "Proposing Release").

I. EXECUTIVE SUMMARY

We support the Commission's desire to facilitate open access to clearing. We believe, however, that the credit-filtering infrastructure necessary to maximize execution choices for customers while ensuring prudent risk management is not currently available. We stand ready to work with the Commission and other interested parties to facilitate the development of the necessary market infrastructure. In the interim, however, we believe that the Commission must preserve the ability of counterparties to determine the most appropriate manner in which to structure their give-up arrangements based on their circumstances and taking into account existing market infrastructure, including through the use of so-called "trilateral" give-up arrangements.

Because the Proposed Rules would effectively bar only the use of trilateral give-up arrangements (and not alternative arrangements), this letter focuses, in particular, on the trilateral give-up structure, the issues raised by the Commission's proposed bar, and a potential alternative to the proposed bar. We summarize our comments and recommendations regarding the Proposed Rules below.

Credit Filters and Development of Necessary Market Infrastructure

- The Proposed Rules mistakenly assume that the ability of individual swap execution facilities ("SEFs") and clearing portals to filter orders and matched trades is adequate for ensuring that matched trades will be confirmed as cleared by DCOs in a very compressed timeline. Existing capabilities are not available to accomplish this for all venues and all asset categories eligible for clearing.

- Like many of the market structure objectives of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), real-time clearing certainty requires new market infrastructure; in this case, the market-wide deployment of credit filters by market participants together with the infrastructure required, in real-time, to collect, aggregate, compute and disseminate credit data for all swaps eligible to be cleared, in order to ensure that credit filters are not just deployed, but updated in real-time.

- Where automated credit filtering is not available, the Commission cannot expect the relevant computationally and data intensive calculations to be performed manually within time frames equivalent to those achievable through automation, as contemplated by the Proposed Rules.

Give-up Arrangements

- Give-up arrangements (arrangements under which one entity executes transactions as counterparty to a customer and another entity clears the transaction for the customer) make an important contribution to market liquidity, enabling customers to separate execution from clearing and other credit relationships. Give-up arrangements also crystallize the inherent tension between a customer's flexibility to execute with multiple counterparties with minimum constraints and the executing counterparty's obligation to manage its credit risk by ensuring that executed transactions will be accepted by the customer's FCM for clearing.

- Market participants who raise concerns that *any* allocation of credit limits to executing counterparties imposes an unacceptable constraint on their execution flexibility fail to give due consideration to the credit risks faced by executing counterparties and their respective clearing members. Mitigation of credit risk is, however, a key objective of Dodd-Frank that the Commission is tasked to promote.

- Currently, contracting parties address their competing execution and risk management objectives through a variety of arrangements, which may differ from counterparty to counterparty depending on credit considerations, the relevant asset category(ies) in which they intend to transact, available credit-filtering infrastructure, and other considerations. These include:

    - *Bilateral Arrangements.* Under so-called "bilateral" arrangements, the executing counterparty agrees, generally in the case of the most creditworthy counterparties, to accept the risk that a swap transaction exceeds the customer's credit limit and is not accepted for clearing (as a result of the clearing member's right to reject the transaction from clearing under these arrangements);

    - *SEF/DCO Arrangements.* Parties can agree to SEF- or clearing portal-specific limits in circumstances where the relevant SEF or portal has in place real-time credit filters and the parties know that all swaps within the relevant asset category(ies) will be executed on the particular SEF or cleared through the particular portal. These arrangements are very limited and not available for all venues and asset classes today; and

    - *Trilateral Arrangements*. Under so-called "trilateral" arrangements, the customer is allocated an overall credit limit by its FCM and each executing counterparty is informed of an individual limit below which there is an enhanced degree of certainty (when compared to bilateral arrangements) that its customer's side of a transaction will be accepted for clearing by the customer's FCM.

<u>Proposed Prohibition on Trilateral Arrangements</u>

- None of the alternatives identified above is the optimal solution for all circumstances and counterparties. We believe the Commission's proposed prohibition on trilateral arrangements is based on inaccurate assumptions about currently available credit-filtering capabilities and the costs of the proposed prohibition.

- In particular, the costs and risks of trades rejected from clearing are much more significant than the Commission assumes, because of the higher latency in the current infrastructure environment and, moreover, because of the volatility and illiquidity of the swap markets.

- The proposed prohibition on trilateral arrangements is also the first Dodd-Frank rule that would require both buy-side and sell-side firms to subject themselves to risks they do not necessarily face today.

- Where existing credit-filtering infrastructure is inadequate, trilateral give-up arrangements meet the *bona fide* risk management objectives (and compliance obligations) of executing counterparties, particularly in the case of smaller, less creditworthy counterparties.

- Trilateral arrangements are consensual. Absent a *prima facie* violation of law, the Commission should not, as a matter of principle, interfere in consensual contractual arrangements undertaken to resolve legitimate competing commercial objectives.

    - The argument that allocation of credit sub-limits necessarily constrains execution flexibility is flawed: if a customer were to submit a transaction that exceeded its sub-limit with a particular executing counterparty, it would be in *no worse* a position under the trilateral arrangement than it would be under the bilateral arrangement. In either case, the liquidity provider would execute the trade without visibility into whether the customer had capacity under its clearing agreement with its FCM. A trilateral commitment can only expand liquidity.

    - A customer's concerns about limit fragmentation are best addressed by a consensual arrangement with its FCM that balances the desire of the customer for execution flexibility with the requirement on the part of the FCM to monitor its limits and risk manage its potential exposure to the customer. Counterparties must have the flexibility to individually structure these arrangements to reflect their particular circumstances, including relevant credit considerations. The Commission should not mandate a single solution as no single solution will accommodate the range of circumstances that may be relevant to a particular trade or trading relationship.

Recommended Alternatives

- The proposed prohibition is not necessary to accomplish the Commission's stated objective of limiting anti-competitive behavior. Any concern that FCMs will allocate sub-limits to executing counterparties in a manner that is anti-competitive is already addressed directly under Section 4s(j)(6) of the Commodity Exchange Act ("CEA"). Facilitating the development of appropriate market infrastructure—and obviating the need for trilateral arrangements—will also address this concern directly.

- Additionally, the Commission could address this concern, without the undesirable consequences of the Proposed Rules, by requiring that the allocation of credit limits across executing counterparties be specified (on reasonable notice) by the customer, rather than the FCM (who would confirm the customer's allocation to the identified executing counterparties).[2]

[2] We assume for the sake of brevity throughout this letter that one of the executing counterparties to the trade will be a swap dealer, and the other will be a non-swap dealer customer of an FCM. However, it is also possible that both executing counterparties to the trade will be non-swap dealer customers of a single or multiple FCMs. Under such a scenario, the parties may decide to execute a "quadrilateral" arrangement with each other and their respective FCMs (whereby each executing counterparty is informed of an individual limit by its counterparty's FCM) in order

- If, as the Commission has proposed, executing counterparties are permitted, and particularly if they are required, to use bilateral give-up arrangements, the Commission must clarify that an executing counterparty will have no compliance liability whatsoever as a result of the rejection of a transaction by its counterparty's FCM (and any resulting failure, for example, to comply with a clearing requirement, bilateral swap documentation requirement, or internal credit limit).

II. DISCUSSION

The Proposed Rules would require the use of real-time credit filters and prohibit certain information sharing and allocation of risk limits to executing counterparties, such as those addressed in optional annexes to the FIA-ISDA Model Agreement (the "Trilateral Annexes"). As discussed in greater detail the below, we believe that the Proposed Rules would impair market liquidity and reduce market efficiency, leading to potentially inferior execution pricing for customers, and, in some instances, eliminating access to the cleared swap market entirely for smaller customers.

a. Market-Wide Real-Time Credit Filtering Is Not Yet Feasible

The Commission discusses at length theoretical concerns with use of the Trilateral Annexes. The Commission does not, however, consider why trilateral arrangements may be desirable, apparently because of its mistaken belief that the "tight timelines" for accepting or rejecting a trade for clearing, which is mandated by the other part of the Proposed Rules, will reduce the risk that trades will fail to clear and the costs of breakage, including the need to enter into a replacement trade.[3]

However, as the Commission implicitly acknowledges in proposing Rule 23.610, automated systems for verifying a counterparty's credit utilization across swap markets in real-time are not widely available.[4] It is not clear to us how it would be possible manually to accomplish computationally complex and data intensive processing within time-frames even approaching those that can be achieved through the use of automated processes. We request that the Commission reconsider this requirement.

Even if new technology for low latency credit filters could be developed for use across the market, a real-time system of the type that would be required to ensure compliance

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to achieve certainty of clearing. The FIA-ISDA Model Agreement contains a complete set of provisions for the parties to opt into this framework, if desired.

[3] Proposing Release at 45375.

[4] Specifically, Rule 23.610 would require swap dealers and DCOs to coordinate with each other to establish systems that enable the clearing member or the DCO to accept or reject each trade submitted to the DCO for clearing "as quickly as would be technologically practicable *if fully automated systems were used*" (emphasis added).

with risk limits for all swaps and all asset classes will require significant further technological development by market participants and additional time for implementation.

In particular, the technology necessary for a SEF or DCO to subject an order or matched trade to a credit check is only one aspect of what is required to achieve real-time credit filtering. The Commission must recognize that the capability to subject an order or trade to a filter and to transmit periodic requests for limit data updates is not a substitute for the infrastructure that is necessary to prevent the execution or clearance of trades whose execution or clearance would cause a limit to be exceeded. For regulated swap dealers and FCMs to conduct the credit risk limit management that they are required to conduct, credit-filtering technology must be coupled with the ability to update the filter in real time with relevant credit data. In addition, the infrastructure must exist to support the aggregation and dissemination, in real time, of all relevant transaction and related credit data across all covered swap products and across all execution and clearing venues. To accomplish this, FCMs, SEFs and DCOs all must participate not only as recipients and aggregators of data, but also as disseminators of data. Because of the infrastructural complexities that must be overcome and the resources necessary to develop such a solution, a complete solution is unlikely to be available in the near term.

We agree with the Commission that the further development and use of credit filters should be an important component of the many initiatives to be pursued in implementing Dodd-Frank. Over the past several years, we have committed to and undertaken numerous initiatives with interested regulators and other market constituencies to address infrastructural improvements in the swap markets. More recently, we have undertaken collaborative efforts with buy-side institutions, DCOs and SEFs to identify and facilitate the infrastructure developments necessary for market-wide, real-time clearing certainty.[5] We stand ready to work cooperatively with the Commission and other interested regulators in establishing standards for, and committing to a plan and timeline for the timely implementation of, real-time clearing certainty.

b. The Trilateral Annexes Facilitate Prudent Risk Management and Certainty of Execution

As noted above, there are several alternatives for addressing market participants' competing execution and risk management objectives. Each alternative balances those objectives differently and each is worth preserving, including trilateral arrangements, pending implementation of the necessary market-wide credit-filtering infrastructure.

Trilateral arrangements are intended to facilitate effective credit risk management and to promote execution certainty by minimizing the risk that trades will be rejected from clearing, in an environment in which market-wide, real-time credit filters are not yet available. This trilateral alternative is important because, without a counterparty-specific limit that is

[5] As one example, following publication of the FIA-ISDA Model Agreement, buy-side and sell-side market participants together arranged a series of meetings with potential DCOs and SEFs to discuss measures to enhance real-time clearing certainty.

known to the executing counterparty, the executing counterparty cannot know with certainty that a particular transaction will fall within its customer's credit limit and be accepted for clearing.[6] This is neither a trivial nor a theoretical risk. Under a trilateral arrangement, however, both the executing counterparty and its counterparty can be confident that, if the trade is within the sub-limits provided by the FCM, it will be accepted for clearing by the FCM. This increased certainty is important, particularly in volatile market environments.

Trilateral arrangements, it should be noted, do not preclude an FCM from accepting for clearing a transaction that might otherwise exceed a sub-limit. If a customer were to submit a transaction that exceeded its sub-limit with a particular executing counterparty, it would be in *no worse* a position under the trilateral arrangement than it would be under the bilateral arrangement: the FCM could, but would not be obliged to, accept the transaction for clearing. In this regard, preserving the flexibility for certain market participants to enter into trilateral arrangements under appropriate circumstances promotes an optimal outcome.

c. Prohibiting Trilateral Arrangements Would Undermine Dodd-Frank's Objectives

As the Commission has observed, Dodd-Frank is intended to reduce systemic risk by increasing central clearing and to promote market efficiency through open access to clearing.[7] Trilateral give-up arrangements facilitate achievement of these objectives. They permit market participants to separate their clearing/credit relationships from their execution relationships. This allows more participants to access the market for cleared swaps and enhances liquidity and the quality of execution in that market.

If Commission rules prevent executing counterparties from mitigating the risk of clearing rejections through trilateral arrangements (where, for example, the allocation of limits to specific SEFs or clearing portals is inadequate due to the lack of necessary functionality or the execution objectives of the customer), such executing counterparties are likely to be far less willing to accept the additional bilateral credit risk to counterparties whose creditworthiness may not be adequate to support their trading needs. The executing counterparty can only address this risk in three ways: (i) limiting the scope of counterparties with whom it will transact; (ii) reducing the amount of liquidity it is willing to provide; or (iii) increasing the price at which it is willing to provide liquidity. By placing executing counterparties in this position, the Proposed Rules would likely reduce access to clearing, reduce liquidity and adversely affect execution pricing. These effects will be most pronounced for smaller buy-side institutions, especially during times of market stress. This is not the type of result that Dodd-Frank seeks to foster.

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[6] This results from the clearing member's right to reject the transaction from clearing under bilateral arrangements without liability to the executing counterparty. In a bilateral arrangement there is only a representation from the customer that it has a clearing arrangement, which does not speak to the adequacy of the clearing arrangement for the particular trade in question.

[7] Proposing Release at 45731.

The Proposed Rule would also conflict with the Commission's proposals regarding risk management policies required to be adopted by swap dealers.[8] Under that proposal, swap dealers are required to establish a risk management program to (among other objectives) monitor and manage credit risk. If there is no certainty prior to execution of a swap as to whether it will be cleared, it is unclear how the swap dealer can effectively comply with these risk management requirements.

By increasing the risk that a swap intended to be cleared will become a bilateral trade, the Proposed Rules would complicate compliance with other Commission requirements, such as documentation and collateral requirements that do not apply to cleared swaps, but do apply to bilateral swaps.[9]

In addition, if swap dealers are permitted, and particularly if they are required, to use bilateral give-up arrangements, the Commission must clarify that a swap dealer will have no compliance liability whatsoever as a result of the rejection of a transaction by its counterparty's FCM (and any resulting failure, for example, to comply with a clearing requirement, bilateral swap documentation requirement, or internal credit limit).[10]

d. Prohibiting Trilateral Arrangements Would Result in Costs Not Accounted for by the Commission

In describing the costs of the Proposed Rules, the Commission focuses on breakage costs, which it suggests will be mitigated by the real-time clearing also required by the Proposed Rules.[11] As described above, however, the market-wide real-time credit filtering

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[8] CFTC Proposed Rule, Regulations Establishing and Governing the Duties of Swap Dealers and Major Swap Participants, 75 Fed. Reg. 71397 (Nov. 23, 2010).

[9] See CFTC Proposed Rules, Protection of Collateral of Counterparties to Uncleared Swaps; Treatment of Securities in a Portfolio Margining Account in a Commodity Broker Bankruptcy, 75 Fed. Reg. 75432 (Dec. 3, 2010); Swap Trading Relationship Documentation Requirements for Swap Dealers and Major Swap Participants, 76 Fed. Reg. 6715 (Feb. 8, 2011); and Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants, 76 Fed. Reg. 23732 (Apr. 28, 2011).

[10] In addition, we note that the Proposing Release states that counterparties should agree in advance which of three possible results identified in the Proposing Release will occur if a swap is rejected for clearing, *i.e.*, whether (i) the parties will attempt to clear with another FCM or DCO, (ii) the trade will revert to a bilateral transaction, or (iii) the parties will break the trade. Proposing Release at 45732. If a swap is submitted for clearing (whether on a voluntary or mandatory basis) but is rejected, the executing counterparty is the party at risk. Accordingly, the Commission should confirm that the parties may agree, in advance, to enable the executing counterparty to elect the appropriate remedy, based on prevailing circumstances, if a trade is rejected for clearing. The Commission should also confirm that a swap otherwise subject to mandatory clearing, the customer side of which is not accepted for clearing, may revert to a bilateral trade (at least on an interim basis) if the parties so agree, without limitation on the customer's obligations to comply with the mandatory clearing requirement, and without any liability of the swap dealer counterparty for regulatory non-compliance.

[11] Proposing Release at 45735-36.

necessary for real-time clearing is not yet available. As a result, in considering the Proposed Rules, the Commission should also evaluate breakage costs under a higher latency environment.

The risks and costs arising from the rejection of a trade from clearing are more significant than the Proposing Release acknowledges. The rejection of a swap from clearing exposes an executing counterparty to significant market risk due to market volatility, even in a relatively low latency clearing environment. Trade rejection may alternatively give rise to basis risks and other significant costs, such as the need to unwind hedge positions or the need to maintain, collateralize and pay the ongoing expenses of offsetting cleared and bilateral swap positions. Swap markets can be relatively illiquid, particularly during periods of volatility,[12] which means that offsetting swaps may not be available to hedge the exposure of a swap that fails to clear. The Commission's cost-benefit analysis should take into account these additional costs.

The Commission should bear in mind that the credit risk management obligations of swap dealers and FCMs are not designed merely to address stable, liquid, non-volatile markets. They are needed precisely to provide protection when markets are illiquid, volatile and counterparty credit risk is high.

As noted above, to address these risks, executing counterparties will likely limit the scope of counterparties with whom they will transact, reduce the amount of liquidity they are willing to provide and increase the price at which they are willing to provide liquidity. Especially during a crisis, the resulting missed trading opportunities for customers could pose significant risks to them. The Commission should also take these additional costs and risks into account in its cost-benefit analysis.

e. Trilateral Arrangements Are Not Anti-competitive

Trilateral arrangements are used extensively in OTC derivatives prime brokerage and are preferred in that context for their risk-mitigating effects. There is no evidence that these arrangements have led to anti-competitive behavior. Although they differ in certain respects, the arrangements contemplated by the Trilateral Annexes were based on market participants' long experience with these analogous arrangements.

Furthermore, in preparing the Trilateral Annexes, the FIA and ISDA brought together over 60 market participants, on both the buy- and sell-sides of the market.[13] The consultation process lasted for several months and the final agreement, including the optional Trilateral Annexes, reflects mutual accommodation and compromise by firms on either side of

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[12] The most liquid swaps (10-year dollar interest rate swaps) trade about 200 times per day, most swaps trade fewer than 20 times per day, and some categories of swaps (such as credit default swaps) trade fewer than 5 times per day. See Technical Committee of the International Organization of Securities Commissions, Report on Trading of OTC Derivatives (Feb. 2011) at 28; see also ISDA and SIFMA, Block Trade Reporting for Over-the-Counter Derivatives Markets (Jan. 18, 2011) at 20-21.

[13] Proposing Release at 45371.

the market. Notwithstanding this, as discussed below, parties are free to (and, in many cases, undoubtedly will) not utilize the Trilateral Annexes or to negotiate modifications to relevant provisions.

f. The Commission Should Not Restrict Customer Choice and Right to Contract

As the Commission is aware, the FIA-ISDA Model Agreement also accommodates bilateral arrangements, and contracting parties are free to choose between the two approaches. Whether contracting parties select the bilateral or trilateral approach, or develop their own documentation, will undoubtedly depend on their relevant circumstances. The undersigned fully embrace the principle that contracting parties should retain the flexibility to select the approach that they determine most appropriate to their circumstances.

As noted above, a trilateral agreement is one way that market participants can obtain increased certainty of clearing with respect to transactions that fall within the pre-agreed limit. Nothing in the trilateral agreement would prohibit the FCM from permitting a party to execute trades in excess of that limit subject to approval by the FCM for the portion that exceeds the limit. The trilateral construct, by allowing market parties the flexibility of execution models, will help implement the key Dodd-Frank core principle of open access and increased liquidity. Prohibiting trilateral arrangements would restrict the range of choices available to customers and, ultimately, the universe of transacting counterparties, particularly in the case of smaller market participants.

As a matter of principle, the Commission should only involve itself in consensual contractual arrangements in the rarest of circumstances, where other measures to address public policy concerns are not available. Absent a *per se* statutory restriction or prohibition on the arrangement—which is not present here—the Commission should not intervene. The Commission should not, in any event, base a *per se* prohibition, *ex ante*, on the basis of the unsupported presumption that a private contractual arrangement will be used in a manner that is anti-competitive. Such an assumption would call into question all manner of private contractual arrangements that could theoretically be used by one of the parties to achieve anti-competitive objectives. Brokers and other financial market intermediaries must routinely establish risk limits and collateral requirements for their customers. No one assumes *ex ante* that the financial intermediaries will use that discretion in an anti-competitive manner. If, on the other hand, market participants do use contractual provisions to violate statutory requirements, the Commission is free to pursue appropriate remedial measures.[14]

[14] See, e.g., Section 4s(j)(5) of the CEA (prohibiting swap dealers from adopting any process or taking any action that results in any unreasonable restraint of trade or from imposing any material anticompetitive burden on trading or clearing).

g. A Different Approach Would Accomplish the Same Objectives and Avoid Undue Adverse Consequences

Pending implementation of real-time credit filters and related infrastructure by market participants across the swap market, there is a demonstrable justification for trilateral arrangements involving the allocation of credit sub-limits in circumstances where the transacting parties agree to them. The Commission should permit market participants to choose, among the alternative clearing arrangements available, those arrangements that best address their circumstances and needs.

We respectfully recommend that the Commission not impose restrictions on information sharing or the setting of sub-limits that are designed to manage real risks. To the extent that a swap dealer or FCM uses these arrangements for anti-competitive reasons, such conduct is already prohibited under Dodd-Frank.[15]

If the Commission believes a prophylactic rule to be necessary, then, instead of the Proposed Rules, we recommend that the Commission adopt an approach that is more consistent with the Dodd-Frank approach to mandatory clearing. As the Commission is aware, Dodd-Frank requires that a swap dealer clear a swap in accordance with the elections of its counterparty. We recommend that the Commission adopt a similar approach in the instant case by requiring that the FCM's customer be permitted to identify, and allocate (and dynamically reallocate) a sub-limit to, its individual executing counterparties on reasonable prior notice (as agreed by the parties) to its FCM, who would confirm the allocation to the identified executing counterparties. Just as FCMs, for risk management reasons, must retain the right to review and reduce a customer's credit limit as circumstances warrant, any such allocations would remain subject to the impact of a subsequent reduction by the FCM in the customer's overall credit limit, and upon any such reduction, the customer could then reallocate its revised credit limit among its executing counterparties.

This approach would prevent the potential anti-competitive behavior identified by the Commission without broadly prohibiting trilateral arrangements that are utilized for *bona fide* risk management purposes. It would thereby permit swap dealers to comply with applicable regulatory requirements governing risk management. If, as the markets evolve, the Commission observes actual evidence of anti-competitive behavior, it could, of course, reserve the right to address that behavior through whatever additional measures it determines necessary.

In the interim, rather than restricting rights to contract, we recommend that the Commission work together with market participants and other interested regulators on developing appropriate market infrastructure. We are committed to working cooperatively with the Commission and other interested parties to achieve that objective.

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[15] See id. Other forms of anti-competitive conduct, such as collusion among swap dealers to condition execution on use of the tri-lateral give-up arrangement, would also be prohibited under Section 4s(j)(5) of the CEA.

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Given the complicated issues it raises, we respectfully request that the Commission hold a roundtable to discuss this topic. Additionally, we would be pleased to provide further information or assistance at the request of the Commission or its staff. Please do not hesitate to contact Edward J. Rosen (212 225 2820) of Cleary Gottlieb Steen & Hamilton LLP, outside counsel to the Firms, if you should have any questions with regard to the foregoing.

Respectfully submitted,

Edward J. Rosen, for

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