SECURITIES AND EXCHANGE COMMISSION
(Release No. 34-55145; File No. S7-966)

January 22, 2007

Program for Allocation of Regulatory Responsibilities Pursuant to Rule 17d-2; Notice of Filing of Amendment to the Plan for the Allocation of Regulatory Responsibilities Among the American Stock Exchange, LLC, the Boston Stock Exchange, Inc., the Chicago Board Options Exchange, Inc., the International Securities Exchange, LLC, the National Association of Securities Dealers, Inc., the New York Stock Exchange, LLC, the NYSE Arca, Inc., and the Philadelphia Stock Exchange, Inc.

Pursuant to Sections 17(d)[1] of the Securities Exchange Act of 1934 ("Act") and Rule 17d-2 thereunder,[2] notice is hereby given that on December 5, 2006, the American Stock Exchange, LLC ("Amex"), the Boston Stock Exchange, Inc. ("BSE"), the Chicago Board Options Exchange, Inc. ("CBOE"), the International Securities Exchange, LLC ("ISE"), the National Association of Securities Dealers, Inc. ("NASD"), the New York Stock Exchange, LLC ("NYSE"), the NYSE Arca, Inc. ("PCX"), and the Philadelphia Stock Exchange, Inc. ("Phlx") (collectively the "SRO participants") filed with the Securities and Exchange Commission ("Commission") an amendment to their January 14, 2004 plan for the allocation of regulatory responsibility.

I. Introduction

Section 19(g)(1) of the Act,[3] among other things, requires every national securities exchange and registered securities association ("SRO") to examine for, and enforce, compliance by its members and persons associated with its members with the Act, the rules and regulations thereunder, and the SRO's own rules, unless the SRO is relieved of this responsibility pursuant

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1 15 U.S.C. 78q(d).

2 17 CFR 240.17d-2.

3 15 U.S.C. 78s(g)(1).

to Section 17(d) or 19(g)(2)[4] of the Act. Without this relief, the statutory obligation of each individual SRO could result in a pattern of multiple examinations of broker-dealers that maintain memberships in more than one SRO ("common members"). This regulatory duplication would add unnecessary expenses for common members and their SROs.

Section 17(d)(1) of the Act was intended, in part, to eliminate unnecessary multiple examinations and regulatory duplication.[5] With respect to a common member, Section 17(d)(1) authorizes the Commission, by rule or order, to relieve an SRO of the responsibility to receive regulatory reports, to examine for and enforce compliance with applicable statutes, rules and regulations, or to perform other specified regulatory functions.

To implement Section 17(d)(1), the Commission adopted two rules: Rule 17d-1 and Rule 17d-2 under the Act.[6] Rule 17d-1, adopted on April 20, 1976,[7] authorizes the Commission to name a single SRO as the designated examining authority ("DEA") to examine common members for compliance with the financial responsibility requirements imposed by the Act, or by Commission or SRO rules. When an SRO has been named as a common member's DEA, all other SROs to which the common member belongs are relieved of the responsibility to examine the firm for compliance with applicable financial responsibility rules.

On its face, Rule 17d-1 deals only with an SRO's obligations to enforce broker-dealers' compliance with the financial responsibility requirements. Rule 17d-1 does not relieve an SRO from its obligation to examine a common member for compliance with its own rules and

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4 15 U.S.C. 78s(g)(2)

5 See Securities Act Amendments of 1975, Report of the Senate Committee on Banking, Housing, and Urban Affairs to Accompany S. 249, S. Rep. No. 94-75, 94th Cong., 1st Session. 32 (1975).

6 17 CFR 240.17d-1 and 17 CFR 240.17d-2.

7 See Securities Exchange Act Release No. 12352 (April 20, 1976), 41 FR 18809 (May 3, 1976).

provisions of the federal securities laws governing matters other than financial responsibility, including sales practices, and trading activities and practices.

To address regulatory duplication in these other areas, on October 28, 1976, the Commission adopted Rule 17d-2 under the Act.[8] This rule permits SROs to propose joint plans allocating regulatory responsibilities with respect to common members. Under paragraph (c) of Rule 17d-2, the Commission may declare such a plan effective if, after providing for notice and comment, it determines that the plan is necessary or appropriate in the public interest and for the protection of investors, to foster cooperation and coordination among the SROs, to remove impediments to and foster the development of a national market system and a national clearance and settlement system, and in conformity with the factors set forth in Section 17(d) of the Act. Commission approval of a plan filed pursuant to Rule 17d-2 relieves an SRO of those regulatory responsibilities allocated by the plan to another SRO.

II. The Plan

On September 8, 1983, the Commission approved the SRO participants' plan for allocating regulatory responsibilities pursuant to Rule 17d-2.[9] On May 23, 2000, the Commission approved an amendment to the plan that added the ISE as a participant.[10] On November 8, 2002, the Commission approved another amendment that replaced the original plan in its entirety and, among other things, allocated regulatory responsibilities among all the

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8 See Securities Exchange Act Release No. 12935 (October 28, 1976), 41 FR 49093 (November 8, 1976).

9 See Securities Exchange Act Release No. 20158 (September 8, 1983), 48 FR 41256 (September 14, 1983).

10 See Securities Exchange Act Release No. 42816 (May 23, 2000), 65 FR 24759 (May 31, 2000). This Amendment also updated the corporate names of the Amex, the Midwest Stock Exchange (now known as the Chicago Stock Exchange, Inc.), and the Pacific Stock Exchange Incorporated (now known as the NYSE Arca, Inc.).

participants in a more equitable manner.[11] On February 5, 2004, the parties submitted an amendment to the plan, primarily to include the BSE, which was establishing a new options trading facility to be known as the Boston Options Exchange ("BOX"), as an SRO participant.[12]

The plan reduces regulatory duplication for a large number of firms currently members of two or more of the SRO participants by allocating regulatory responsibility for certain options-related sales practice matters to one of the SRO participants. Generally, under the current plan, the SRO participant responsible for conducting options-related sales practice examinations of a firm, and investigating options-related customer complaints and terminations for cause of associated persons of that firm, is known as the firm's "Designated Options Examining Authority" ("DOEA"). Pursuant to the current plan, any other SRO of which the firm is a member is relieved of these responsibilities during the period the firm is assigned to a DOEA.

III. Proposed Amendment to the Plan

On December 5, 2006, the parties submitted a proposed amendment to the plan. The purpose of the amendment is to: (i) provide that NASD and NYSE will be DOEAs under the plan, (ii) provide that the Designated Examination Authority pursuant to Commission Rule 17d-1 under the Act for a broker-dealer that is a member of more than one SRO participant (but not a member of the NASD or the NYSE) shall perform the regulatory responsibility under the agreement as if such DEA were the DOEA, (iii) to incorporate a more formal procedure for updating the list of common rules, and (iv) make certain other changes to the plan. The amended

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11 See Securities Exchange Act Release No. 46800 (November 8, 2002), 67 FR 69774 (November 19, 2002).

12 See Securities Exchange Act Release No. 49197 (February 5, 2004), 69 FR 7046. (February 12, 2004).

agreement replaces the previous agreement in its entirety. The text of the proposed amended 17d-2 plan is as follows (additions are underlined; deletions are bracketed)[13]:

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Agreement by and among the American Stock Exchange, LLC, the Boston Stock Exchange, Inc., the Chicago Board Options Exchange, Inc., the International Securities Exchange, [Inc.] LLC, the National Association of Securities Dealers, Inc., the New York Stock Exchange, [Inc.] LLC, the [Pacific Exchange] NYSE Arca Inc., and the Philadelphia Stock Exchange, Inc., Pursuant to Rule 17d-2 under the Securities Exchange Act of 1934.

This agreement ("Agreement"), by and among the American Stock Exchange, LLC, the Boston Stock Exchange, Inc., the Chicago Board Options Exchange, Inc., the International Securities Exchange, [Inc.] LLC, the National Association of Securities Dealers, Inc. ("NASD"), the New York Stock Exchange, [Inc.]LLC ("NYSE"), the [Pacific Exchange] NYSE Arca Inc., and the Philadelphia Stock Exchange, Inc., hereinafter collectively referred to as the Participants, is made this [14th] 1st day of [January, 2004] December, 2006, pursuant to the provisions of Rule 17d-2 under the Securities Exchange Act of 1934 (the "Exchange Act"), which allows for plans among self-regulatory organizations to allocate regulatory responsibility. This Agreement shall be administered by a committee known as the Options Self-Regulatory Council (the "Council").

WHEREAS, the Participants are desirous of allocating regulatory responsibilities with respect to [their common members (members of two or more of the Participants)] broker-dealers,

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13 Changes are marked from the most recent plan approved by the Commission on February 5, 2004. See supra note 12.

and persons associated therewith, that are members[FN1] of more than one Participant (the "Common Members") and conduct a public business for compliance with [common rules] Common Rules (as hereinafter defined) relating to the conduct by broker-dealers of accounts for listed options [or], index warrants, currency index warrants and currency warrants (collectively, "Covered Securities"); and

WHEREAS, the Participants are desirous of executing a plan for this purpose pursuant to the provisions of Rule 17d-2 and filing such plan with the Securities and Exchange Commission ("SEC" or the "Commission") for its approval;

NOW, THEREFORE, in consideration of the mutual covenants contained hereafter, the Participants agree as follows:

I. [Except as otherwise provided herein,]As used herein the term Designated Options Examining Authority ("DOEA") shall mean the NASD and NYSE insofar as each [Participant] shall [assume] perform Regulatory Responsibility (as hereinafter defined) for its broker-dealer members that also are [both (i)] members of [more than one] another Participant [(hereinafter the "Common Members") and (ii)],and allocated to it in accordance with the terms hereof. [For purposes of this Agreement, a Participant shall be considered to be the Designated Options Examining Authority ("DOEA") of each Common Member allocated to it.] The Designated Examination Authority ("DEA") pursuant to SEC Rule 17d-1 under the

FN1: In the case of the Boston Stock Exchange, Inc., members are those persons who are options participants (as defined in BOX Rules).

Securities Exchange Act ("Rule 17d-1") for a broker-dealer that is a member of more than one Participant (but not a member of a DOEA) shall perform the Regulatory Responsibility under the Agreement as if such DEA were the DOEA.

II. As used herein, the term "Regulatory Responsibility" shall mean the [inspection,] examination and enforcement responsibilities relating to compliance by [the] broker-dealers that are members of more than one Participant (the "Common Members [and persons associated therewith]") with the rules of the applicable Participant that are substantially similar to the rules of the other Participants (the "Common Rules") [and the provisions of the Act and the rules and regulations thereunder], insofar as they apply to the conduct of accounts for Covered Securities. [In discharging its Regulatory Responsibility, a DOEA may act directly and perform such responsibilities itself or may make arrangements for the performance of such responsibilities on its behalf by The Options Clearing Corporation, a national securities exchange registered with the SEC under Section 6(a) of the Act or a national securities association registered with the SEC under Section 15A of the Act, but excluding an association registered for the limited purpose of regulating the activities of members who are registered as brokers or dealers in security futures products. Without limiting the foregoing, a non-exhaustive list of the current,] A list of the current Common Rules of each Participant applicable to the conduct of accounts for Covered Securities is attached hereto as Exhibit A. Each year within 30 days of the anniversary date of the commencement of operation of this Agreement, each Participant shall submit in writing to each DOEA and DEA performing as a DOEA for any members of such Participant any revisions to

Exhibit A reflecting changes in the rules of the Participant or DOEAs, and confirm that all other rules of the Participant listed in Exhibit A continue to meet the definition of Common Rules as defined in this Agreement. Within 30 days from the date that each DOEA has received revisions and/or confirmation that no change has been made to Exhibit A from all Participants, the DOEAs shall confirm in writing to each Participant whether the rules listed in any updated Exhibit A are Common Rules as defined in this Agreement. Notwithstanding anything herein to the contrary, it is explicitly understood that the term "Regulatory Responsibility" does not include, and each of the Participants shall (unless allocated pursuant to Rule 17d-2 otherwise than under this Agreement) retain full responsibility for, each of the following:

(a) [s]Surveillance and enforcement with respect to trading activities or practices involving its own marketplace, including without limitation its rules relating to the rights and obligations of specialists and other market makers;

(b) [r]Registration pursuant to its applicable rules of associated persons;

(c) [d]Discharge of its duties and obligations as a [Designated Examining Authority pursuant to Rule 17d-1 under the Act]DEA; and;

(d) [e]Evaluation of advertising, responsibility for which shall remain with the Participant to which a Common Member submits same for approval[; and

(e) any rules of a Participant that are not substantially similar to the rules of all of the other Participants].

III. Apparent violations of another Participant's rules discovered by a DOEA, but which rules are not within the scope of the discovering DOEA's Regulatory Responsibility, shall be referred to the relevant Participant for such action as the Participant to which such matter has been referred deems appropriate. Notwithstanding the foregoing, nothing contained herein shall preclude a DOEA in its discretion from requesting that another Participant conduct an enforcement proceeding on a matter for which the requesting DOEA has Regulatory Responsibility. If such other Participants agree[s], the Regulatory Responsibility in such case shall be deemed transferred to the accepting Participant. Each Participant agrees, upon request, to make available promptly all relevant files, records and/or witnesses necessary to assist another Participant in an investigation or enforcement proceeding.

IV. [This Agreement shall be administered by a committee known as the Options Self-Regulatory Council (the "Council").] The Council shall be composed of one representative designated by each of the Participants. Each Participant shall also designate one or more persons as its alternate representative(s). In the absence of the representative of a Participant, such alternate representative shall have the same powers, duties and responsibilities as the representative. Each Participant may, at any time, by notice to the then Chair of the Council, replace its representative and/or its alternate representative on such Council. A majority of the Council shall constitute a quorum and, unless specifically otherwise required, the affirmative vote of a majority of the Council members present (in person, by telephone or by written consent) shall be necessary to constitute action by the Council. From time to time,

the Council shall elect one member [of the Council] from the DOEAs to serve as Chair and another from the Council to serve as Vice Chair (to substitute for the Chair in the event of his or her unavailability at a meeting of the Council) [for such term as shall be designated and until his or her successor is duly elected, provided that in the event a Participant replaces a representative who is acting as Chair or Vice Chair, such representative shall also assume the position of Chair or Vice Chair, as applicable]. All notices and other communications for the Council shall be sent to it in care of the Chair or to each of the representatives.

V. The Council shall determine the times and locations of Council meetings, provided that the Chair, acting alone, may also call a meeting of the Council in the event the Chair determines that there is good cause to do so. To the extent reasonably possible, notice of any meeting shall be given at least ten business days prior thereto. Notwithstanding anything herein to the contrary, representatives shall always be given the option of participating in any meeting telephonically at their own expense rather than in person.

VI. For the purpose of fulfilling the Participants' [DOEA] Regulatory Responsibilities, the [Council] DOEAs shall allocate Common Members that conduct a public [options] business in Covered Securities among [Participants] DOEAs from time to time in such manner as the [Council] DOEAs deem[s] appropriate, provided that any such allocation shall be based on the following principles except to the extent affected [Participants] DOEAs consent:

(a) The [Council] DOEAs may not allocate a member to a [Participant] DOEA unless the member is a member of that [Participant] DOEA, nor shall any

member be allocated to a Participant that is not a DOEA or DEA acting as a DOEA.

(b) To the extent practical and desired by the DOEAs, Common Members that conduct a public [options] business in Covered Securities shall be allocated among the [Participants] DOEAs of which they are members in such manner as to equalize as nearly as possible the allocation [among such Participants. For example, if sixteen Common Members that conduct a public options business are members only of three Participants, such members shall be allocated among such Participants such that no Participant is allocated more than six such members and no Participant is allocated less than five such members] of such Common Members among such DOEAs.

(c) To the extent practical and desired by the DOEAs, the allocation of Common Members shall take into account the amount of customer activity conducted by each member in Covered Securities such that Common Members shall be allocated among the [Participants] DOEAs of which they are members in such manner as most evenly divides the Common Members with the largest amount of customer activity among such [Participants] DOEAs.

(d) [Insofar as practical, it is intended that allocation of Common Members to Participants will be rotated among the applicable Participants and, more specifically, that Common Members shall not be allocated to a Participant as to which such member was allocated within the previous two years.

(e)] The [Council] DOEAs shall make general reallocations of Common Members from time-to-time, as it deems appropriate.

([f]e) All Participants shall promptly notify the DOEAs no later than the next scheduled meeting of any change in membership of Common Members. Whenever a Common Member ceases to be a member of its DOEA, [the] that DOEA shall promptly inform the [Council] other DOEAs, which [shall] will promptly review the matter and reallocate the Common Member to [another Participant] the extent practical.

([g]f) A DOEA may request that a Common Member that is allocated to it be reallocated to another [Participant] DOEA by giving thirty days written notice thereof. The [Council] DOEAs, in [its] their discretion[,] may approve such request and reallocate such Common Member to another [Participant] DOEA.

([h]g) All determinations by the [Council] DOEAs with respect to allocations, if there are more than two DOEAs, shall be by the affirmative vote of a majority of the DOEAs of which such firm is a Common Member, otherwise by negotiation and consensus. [Participants that, at the time of such determination, share the applicable Common Member being allocated; a Participant shall not be entitled to vote on any allocation relating to a Common Member unless the Common Member is a member of such Participant.

(i) Allocations for calendar years 2004 and 2005 shall also be subject to the provisions set forth at Appendix A hereof, which provisions shall control in the event of any conflict between them and the provisions set forth above.]

VII. Each DOEA shall conduct [a routine inspection and] an examination of each Common Member allocated to it on a cycle not less frequently than [determined by the Council] agreed upon by all DOEAs. The other Participants agree that, upon request, relevant information in their respective files relative to a Common Member will be made available to the applicable DOEA. At each meeting of the Council, each [Participant] DOEA shall be prepared to report on the status of its examination program for the previous quarter and any period prior thereto that has not previously been reported to the Council. In the event a DOEA believes it will not be able to complete the examination cycle for its allocated firms, it will so advise the Council. The [Council will] DOEAs may undertake to remedy this situation by reallocating selected firms [and, if necessary,] or lengthening the cycles for selected firms, with the approval of all other DOEAs.

VIII. Each [Participant] DOEA will[, upon request,] promptly furnish a copy of the Examination report[, or applicable portions thereof] relating to Covered Securities, of any examination made pursuant to the provisions of this Agreement to each other Participant of which the Common Member examined is a member.

IX. [Each Participant will, routinely, forward to each other Participant of which a Common Member is a member, copies of all communications regarding deficiencies relating to Covered Securities noted in a report of examination conducted by each Participant. If an examination relating to Covered Securities

conducted by a Participant reveals no deficiencies, such fact will also, upon request, be communicated to each other Participant of which the Common Member concerned is a member.

X.] Each DOEA's Regulatory Responsibility shall for each Common Member allocated to it include investigations into terminations "for cause" of associated persons relating to Covered Securities, unless such termination is related solely to another Participant's market. In the latter instance, that Participant to whose market the termination for cause relates shall discharge Regulatory Responsibility with respect to such termination for cause. In connection with a DOEA's examination, investigation and/or enforcement proceeding regarding a Covered Security-related termination for cause, the other Participants of which the Common Member is a member shall furnish, upon request, copies of all pertinent materials related thereto in their possession. As used in this Section, "for cause" shall include, without limitation, terminations characterized on Form U5 under the label "Permitted to Resign," "Discharge" or "Other."

X[I]. Each DOEA shall discharge the Regulatory Responsibility for each Common Member allocated to it relative to a Covered Securities-related customer complaint[FN2] [or Form U4 filing] unless such complaint [or filing] is uniquely

FN2: For purposes of complaints, they can be reported pursuant to Form U4, Form U5 or RE-3 and any amendments thereto.

related to another Participant's market. In the latter instance, the DOEA shall forward the matter to that Participant to whose market the matter relates, and the latter shall discharge Regulatory Responsibility with respect thereto. If a Participant receives a customer complaint for a Common Member related to a Covered Security for which the Participant is not the DOEA, the Participant shall promptly forward a copy of such complaint to the DOEA.

XI[I]. Any written notice required or permitted to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by a comparable means of electronic communication to each Participant entitled to receipt thereof, to the attention of the Participant's representative on the Council at the Participant's then principal office or by e-mail at such address as the representative shall have filed in writing with the Chair.

[XIII. The costs incurred by each Participant in discharging its Regulatory Responsibility under this Agreement are not reimbursable. However, any Participants may agree that one or more will compensate the other(s) for costs.]

[XIV]XII. The Participants shall notify the Common Members of this Agreement by means of a uniform joint notice approved by the Council.

[XV]XIII. This Agreement may be amended in writing duly approved by each Participant.

[XVI]XIV. Any of the Participants may manifest its intention to cancel its participation in this Agreement at any time [upon the] by giving [to] the Council [of] written notice thereof at least 90 days prior to the effective date of such cancellation. Upon receipt of such notice the Council shall allocate, in accordance with the provisions of this Agreement, [those] any Common Members for which the petitioning party

was the DOEA. Until such time as the Council has completed the reallocation described above, the petitioning Participant shall retain all its rights, privileges, duties and obligations hereunder.

XV[II]. The cancellation of its participation in this Agreement by any Participant shall not terminate this Agreement as to the remaining Participants. This Agreement will only terminate following notice to the Commission, in writing, by the then Participants that they intend to terminate the Agreement and the expiration of the applicable notice period. Such notice shall be given at least six months prior to the intended date of termination, provided that in the event a notice of cancellation is received from a Participant that, assuming the effectiveness thereof, would result in there being just one remaining member of the Council, notice to the Commission of termination of this Agreement shall be given promptly upon the receipt of such notice of cancellation, which termination shall be effective upon the effectiveness of the cancellation that triggered the notice of termination to the Commission.

LIMITATION OF LIABILITY

No Participant nor the Council nor any of their respective directors, governors, officers, employees or representatives shall be liable to any other Participant in this Agreement for any liability, loss or damage resulting from or claimed to have resulted from any delays, inaccuracies, errors or omissions with respect to the provision of Regulatory Responsibility as provided hereby or for the failure to provide any such Responsibility, except with respect to such liability, loss or damages as shall have been suffered by one or more of the Participants and caused by the willful misconduct of one or more of the other participants or their respective directors, governors, officers, employees or representatives. No warranties, express or implied, are made by any or all

of the Participants or the Council with respect to any Regulatory Responsibility to be performed by each of them hereunder.

RELIEF FROM RESPONSIBILITY

Pursuant to Section 17(d) (1) (A) of the Securities Exchange Act of 1934 and Rule 17d-2 promulgated pursuant thereto, the Participants join in requesting the Securities and Exchange Commission, upon its approval of this Agreement or any part thereof, to relieve those Participants which are from time to time participants in this Agreement which are not the DOEA as to a Common Member of any and all Regulatory Responsibility with respect to the matters allocated to the DOEA.

In Witness Whereof, the Participants hereto have executed this Agreement as of the date and year first above written.

[APPENDIX A

ALLOCATION PROVISIONS FOR CALENDAR YEARS 2004 AND 2005

The allocation for calendar year 2004 shall be performed in accordance with the provisions of Section VI, provided that there shall be a partial allocation to the Boston Stock Exchange, Inc. whereby the Boston Stock Exchange, Inc. is allocated one-half of its share of the total number of Common Members. For calendar year 2005, there shall be a reallocation whereby the Boston Stock Exchange, Inc. shall receive from the other DOEAs a number of Common Members to make the allocation equitable.]

EXHIBIT A[14]

PARTICIPANT RULES APPLICABLE TO THE CONDUCT OF COVERED SECURITIES:

RULES ENFORCED UNDER 17d-2 AGREEMENT

OPENING OF ACCOUNTS

AMEX	Rules 411 [and], 921 and 1101
CBOE	Rule 9.7
ISE	Rule 608
NASD	Rules 2860(b)(16)[;], IM–2860-2 & 2843
NYSE	Rule[s] 721 [and 405]
PHLX	Rule 1024(b)
[PCX] NYSE Arca	Rule 9.2(a) and Rule 9.18(b)
BSE/BOX	Chapter XI, Section 9

SUPERVISION

AMEX	Rules 411 [and], 922 and 1104
CBOE	Rule 9.8
ISE	Rule 609
NASD	Rules 2860(b)(20), 2860(b)(17)(B), 2846 & 2849
NYSE	Rule[s] 722[, 342 and 343]
PHLX	Rule 1025
[PCX] NYSE Arca	Rule 9.2(b)

[14] This is a partial list of the rules provided to the Commission. The full list of rules provided to the Commission is available at the principal offices of each of the SROs and at the Commission's Public Reference Room.

BSE/BOX	Chapter XI, Section 10

SUITABILITY

AMEX	Rules 923 & 1102
CBOE	Rule 9.9
ISE	Rule 610
NASD	Rule 2860(b)(19) & 2844
NYSE	Rule 723
PHLX	Rule 1026
[PCX] NYSE Arca	Rule 9.18(c)
BSE/BOX	Chapter XI, Section 11

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IV. Solicitation of Comments

Interested persons are invited to submit written data, views, and arguments concerning the foregoing, including whether the proposed rule change is consistent with the Act. Comments may be submitted by any of the following methods:

Electronic comments:

- Use the Commission's Internet comment form (http://www.sec.gov/rules/sro.shtml); or
- Send an e-mail to rule-comments@sec.gov. Please include File Number S7-966 on the subject line.

Paper comments:

- Send paper comments in triplicate to Nancy M. Morris, Secretary, Securities and Exchange Commission, Station Place, 100 F Street, NE, Washington, DC 20549-1090.

All submissions should refer to File Number S7-966. This file number should be included on the subject line if e-mail is used. To help the Commission process and review your comments more efficiently, please use only one method. The Commission will post all comments on the Commission's Internet Web site (http://www.sec.gov/rules/sro.shtml). Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change that are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those that may be withheld from the public in accordance with the provisions of 5 U.S.C. 552, will be available for inspection and copying in the Commission's Public Reference Room. Copies of such filing also will be available for inspection and copying at the principal office of each of the SROs. All comments received will be posted without change; the Commission does not edit personal identifying information from submissions. You should submit only information that you wish to make available publicly. All submissions should refer to File Number S7-966 and should be submitted on or before [insert date 21 days from publication in the Federal Register].

For the Commission, by the Division of Market Regulation, pursuant to delegated authority.[15]

Florence E. Harmon
Deputy Secretary

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[15] 17 CFR 200.30-3(a)(34).