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

GRAPHNET, INC.,

Plaintiff,

-against-

30 BROAD STREET VENTURE LLC,

Defendant.
.

Index No.: 151622/2021

REPLY MEMORANDUM OF LAW

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Defendant 30 Broad Street Venture LLC ("Defendant" or "Landlord")[1] respectfully submits this reply memorandum of law in further support of its cross-motion to dismiss each of the five causes of action asserted by plaintiff Graphnet, Inc. ("Plaintiff" or "Tenant") in its Complaint, and in reply to Plaintiff's opposition papers -- which consist of (a) an opposition memorandum of law ("Tenant's Opp. Mem.") (NYSCEF Nos. 49-50) and (b) the affidavit in opposition of Guy Conte, CFO and Executive Vice President of Plaintiff, sworn to on March 20, 2021 ("Conte Opp. Aff.") (NYSCEF Nos. 47-48).

PRELIMINARY STATEMENT

In opposition, Tenant fails to 'cure' the glaring deficiencies of its Complaint. We address herein the principal defects in Tenant's opposition papers, and respectfully refer the Court in all other respect to Landlord's Moving. Mem. and the respective affidavits, together with the supporting exhibits annexed thereto, submitted in support of Landlord's application.

Based upon its misconception that the Commencement Date of the Lease is defined in a way that allows "[Tenant] additional time to take occupancy of the [26th Floor Space],"[2] Tenant, in its opposition papers, continues to claim that the Commencement Date of the Lease has yet not occurred and, therefore, Tenant's obligation to pay rent has "not yet arrived." However, this allegation is without any merit. Tenant's opposition papers fail to address the governing rule of construction applicable to the interpretation of the Commencement Date clause at issue. Under the

[1] The Court is respectfully referred to Landlord's preliminary opposition to Plaintiff's application for a temporary restraining order and a Yellowstone preliminary injunction (the "Claman Opp. Affirm.") dated February 22, 2021 (NYSCEF Docs. No: 11-14); cross-moving memorandum ("Landlord's Moving Mem.") dated March 11, 2021 (NYSCEF No. 45); and the moving affidavit of William Brodsky ("Brodsky Moving Aff.") dated March 11, 2021 (NYSCEF Nos. 26-44) for all defined terms and conventions as likewise employed herein, and for general background.

[2] See Conte Opp. Aff. at ¶ 14

said rule, it is implied, from the terms of the Lease, that Tenant had to relocate from the 43rd Floor Space to the 26th Floor Space and begin conducting business therein within reasonable time. Instead, Tenant argues that since what is reasonable is inherently a factual question, it cannot be resolved in a motion to dismiss.[3] Nevertheless, where, as here, there are no disputed facts, what is 'reasonable time' becomes a question of law and, thus, proper for the Court's determination on a motion to dismiss.

As part of its flawed argument that the Commencement date has not yet occurred, Tenant further claims that, because Landlord's counsel drafted the Lease, the meaning of the term 'commencement date' must be construed against Landlord.[4] However, Tenant overlooks the fact that the parties agreed, in the Lease, that the "normal rule of construction that any ambiguities be resolved against the drafting party shall not apply . . .."[5] In any event, Tenant fails to mention that Landlord and Tenant together negotiated the Lease.[6] Accordingly, Tenant's allegation is without merit.

Moreover, Tenant's opposition papers fail to explain -- or Tenant cannot explain -- Mr. Conte's May 26th e-mail stating that "[t]he effective date occupation, for the 26th floor facility, will commence upon completion of the construction."[7] Rather, Tenant now attempts to take a different position by claiming that Mr. Conte's May 26th e-mail is simply meaningless because his words contradict the language of the Lease.[8] But this is not how it works. Tenant cannot expect -- let alone

[3] See Tenant's Opp.Mem. at p. 7

[4] See Tenant's Opp.Mem. at p. 7

[5] See Brodsky Moving Aff. at Ex. 4 (Lease § 24 (E))

[6] See Brodsky Reply Aff. at ¶ 20

[7] See Brodsky Moving Aff. at ¶¶ 4, 23, and Exh. 7 thereto

[8] See Conte Opp. Aff. at ¶ 27

attempt to persuade -- the Court to just ignore the clear intent and/or reasonable expectations of the parties at the time they entered into the Lease (i.e., that Tenant would re-locate from the 43rd Floor Space to the 26th Floor Space upon the completion of Landlord's Work therein).

Tenant further claims that the doctrines of frustration of purpose and impossibility of performance simply "relieves" Tenant of its obligations under the Lease[9] as a result of the unforeseeable Covid-19 Pandemic. This claim is unfounded for a few reasons. First, these doctrines are exceedingly narrow doctrines under New York law and, therefore, do not apply to this case. Second, Tenant's claim that the unforeseeably of the Covid-19 Pandemic might allow Tenant to establish a defense under these doctrines is nothing but an unsuccessful attempt to stretch the narrow applicability of these doctrines. Third, nothing has prevented -- or is currently preventing -- Tenant from occupying the 26th Floor Space and beginning to conduct business therein; rather, it is clear that this entire lawsuit is just Tenant's attempt to either (i) escape from its obligations under the Lease or (ii) gain 'leverage' over Landlord. Fourth, contrary to Tenant's allegations, the New York Courts have taken the consensus position of rejecting the applicability of both doctrines in the present context.

Lastly, in an effort to bolster its conclusory statement that it is "'ready, willing and able' to cure the defaults alleged in the Notice to cure by any means short of vacating the Premises,"[10] Tenant now produces an online banking printout of a bank account with Bank of America (the "Printout")[11] of an unrelated entity. This Printout, however, is irrelevant because it fails to establish that Tenant, in fact, has the required financial capability to perform its financial obligations under

[9] See Tenant's Opp. Mem. at p. 10

[10] See Conte Opp. Aff. at ¶ 15

[11] See Conte's Opp. Aff. at ¶ 16 and Ex. A

the terms of the Lease. Tenant must show a genuine willingness to, in this case, expend the funds necessary to move in, as well as to start paying the rent due under the Lease, on an ongoing basis. Showing that Tenant's parent has three months' worth of rent in its account does not meet the test, as a substantive matter.

* * *

In view of the foregoing, and for the reasons explained in further detailed below, the Complaint should be dismissed, which dismissal obviates the granting of a Yellowstone injunction.

ARGUMENT

I. WHERE THERE IS NO RELEVANT FACTUAL DISPUTE, THE QUESTION OF WHAT IS 'REASONABLE TIME' BECOMES A QUESTION OF LAW AND, THUS, PROPER FOR THE COURT'S DETERMINATION ON A MOTION TO DISMISS

In its opposition papers, Tenant contends that Landlord misinterprets the language of the Commencement Date clause. Tenant continues to claim that the Lease Commencement Date can only occurred on the "later of" either (i) the date on which Landlord's Work in the Premises would have been Substantially Completed or (ii) the date on which Tenant occupies any portion of the Premises and begins conducting business therein. As such, Tenant contends that (a) Landlord overlooks the meaning to the term "later of;"[12] (b) even if the definition of the Commencement Date would be subject to a reasonable period of time, as explained in Landlord's Moving. Mem., "whatever may be the ultimate definition or determination of what is a reasonable period of time after Landlord's Work is Substantially Completed is not property subject of a CPLR 3211(a)

[12] See Tenant's Opp. Mem. at p. 6

motion;"[13] and (c) the meaning of the term commencement date must be construed against Landlord.[14] Tenant's allegations are of no merit.

(We note that Tenant simply ignores the governing rule of construction applicable to the interpretation of the Commencement Date clause at issue (See Claman Opp. Affirm. at ¶ 9), and fails to provide any authority disputing the applicability of such rule in this case).

A. The Term "Later Of"

In opposition, Tenant attempts to distract the Court by claiming that Landlord fails to give a meaning to the term "later of." Tenant relies on 150 Broadway N.Y. Assoc., L.P. v. Bodner, 14 A.D.3d 1 (1st Dep't 2004) in support of its claim. The underlying facts in 150 Broadway, however, are entirely unrelated to the facts herein. In 150 Broadway, the landlord argued that the two principals of the tenant corporation were personally liable for damages under the lease due to the omission of the abbreviation "P.C.". The court, however, found that the terms of the lease established, as a matter of law, that the tenant thereunder was the professional corporation, not the two principals individually. Here, Landlord is not misinterpreting the meaning of the "later of"; rather, Landlord argues that Tenant cannot -- and should not -- escape its obligations under the Lease by expecting that the Commencement Date clause be construed to grant Tenant some kind of unilateral 'option' in its favor, whereby Tenant's unilateral decision to not take occupancy of the 26th Floor Space somehow indefinitely postpones its rent obligations under the Lease.

It appears that Tenant hopes that this Court will (i) interpret and/or construe the term Commencement Date in such a way that is solely beneficial to Tenant, and (ii) ignore the intent

[13] See Tenant's Opp. Mem. at p. 5

[14] See Tenant's Opp. Mem. at p. 7

and expectations of the parties at the time they entered into the Lease. This hope is simply inequitable and illogical.

It is well-settled that in interpreting a contract "'the aim is a practical interpretation of the expressions of the parties to the end that there be a realization of their reasonable expectations.'" Dreisinger v. Teglasi, 130 A.D.3d 524, 527 (1st Dep't 2015) (citing Duane Read, Inc v. Cardtronics, LP, 54 A.D.3d 137, 140 [1st Dep't 2008]). Here, it is undisputed that the parties entered into the Lease at issue with the intent and expectation that Tenant would immediately relocated from the 43rd Floor Space to the 26th Floor Space. The documentary evidence submitted in support of Landlord's application establishes the parties' intent and reasonable expectations. For instance, ¶ 2 of the First Amendment of License reflected the parties' expectation that Tenant would immediately re-locate to the 26th Floor Space by terminating the term of the License within five (5) business days following the commencement date of the Lease.[15] Likewise, the three month free rent period under Lease ¶ 1 (C)(ii) was clearly an incentive for Tenant to promptly relocate from the 43rd Floor Space to the 26th Floor Space.[16]

Accordingly, Tenant's allegation in regards to Landlord "misinterpretation" of the term "later of" is without any merit.

B. Reasonableness

Tenant's contention that "the reasonableness of the interpretation of the Lease is just not susceptible to a CPLR 3211(a) determination but is, instead, the proper subject of discovery as to

[15] Brodsky Moving Aff. Exh. 2

[16] Brodsky Moving Aff. Exh. 4

the intent and meaning that the parties possible ascribe to the term 'Commencement Date '"[17] is also of no avail.

As a general matter, Landlord does not dispute that commercial landlord-tenant disputes are generally well-suited for resolution by a declaratory judgment [see, e.g., Robert B. Jetter, M.D., PLLC v. 737 Park Ave. Acquisition LLC, 162 A.D.3d 444 (1st Dep't 2018)]. But, where the lease is unambiguous, and there are no relevant factual disputes: if the plaintiff's demand is substantively without merit, the Court, on a motion to dismiss, should resolve the motion to dismiss by declaring "in defendant's favor" that the lease does not afford plaintiff the rights that it has asserted, see, e.g., Cellular Mann, Inc. v. JC 1008 LLC, 113 A.D.3d 521 (1st Dep't 2014).

Furthermore, Tenant does nothing to distinguish controlling case law or dispute Landlord's arguments that the 'reasonable time' of performance can and should be determined as a matter of law, where, as here, there are no disputes as to the relevant facts. In fact, Tenant relies on two cases to argue that the determination of 'reasonableness' is subject to discover under the circumstances here. But those cases do not upend the well-established case law cited in Landlord's Moving Mem. (See Landlord's Moving Mem. at p. 8).

Tenant relies on Muccioli v. Gobrial 2020 NY Slip Op 34451 (U) (Sup. Ct. Queens. Co) and Khayyam v. Doyle, 231 A.D.2d 475, (1st Dept. 1996), but, again, both of these cases are inapplicable to the case at bar. In Muccioli, the parties submitted different versions of the subject lease and rider leading the Muccioli court to conclude that, in light of the contradictory documentary evidence, there were issues of fact that could not be resolved in a motion to dismiss. Similarly, the Khayyam court concluded that the existence of numerous questions of fact with respect expect to the intent and meaning of the guaranty sued on and the effect of the bankruptcy

[17] See Tenant's Opp. Mem. at ¶ 3

proceeding precluded dismissal pursuant to CPLR 3211(a)(1). Here, unlike both Muccioli and Khayyam, there are no factual disputes, and rather the clear intent and expectations of the parties is evidenced in the Conte May 26th e-mail. (See Brodsky Moving Aff. at Ex. 7).

Consequently, Tenant's allegations as to the 'reasonableness' factor fail as a matter of law.

C. The Meaning Of The Term "Commencement Date" Cannot Be Construed Against Landlord

Tenant further claims that the meaning of the term Commencement Date must be construed against the 'drafter," i.e., Landlord.[18] Tenant's allegation is fatal for two reasons: (i) on the face of the Lease, and (ii) Tenant had a voice in the drafting of the Lease.

Lease § 24(E) specifically provides that:

> The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

Consequently, pursuant to the terms of the Lease, Tenant cannot assert that any ambiguity with respect of the term "Commencement Date" shall be drafted against Landlord.

Furthermore, if and when the tenant thus has had a "voice" in the drafting process, then no 'drafting presumption' should be applied. See, e.g., Coliseum Towers Associates v. County of Nassau, 2 A.D.3d 562, 769 N.Y.S.2d 293 (2d Dep't 2003), explaining that the contra proferentem rule only

> applies "against the party who prepared it, and favorably to a party who had no voice in the selection of its language" [citation omitted]. The contra proferentem was inapplicable to the subject lease since the record demonstrates that CTA participated in negotiating its terms.

[18] See Tenant's Opp. Memo at p. 7, and Conte's Opp. Aff. at ¶ 26

Accord, e.g., Science Applications Int'l Corp. v. State of N.Y., 60 A.D.3d 1257, 1259, 876 N.Y.S.2d 182 (3d Dep't 2009) ("Claimant failed to establish that it had "'no voice in the selection of (the contractual) language'" [citation omitted]); and Oceana Holding Corp. v. Atlantic Oceana Co., Inc., 2004 WL 2246177 at *5 (Civ. Ct. Kings Co.).

Here, Tenant completely ignores that both Tenant and Landlord participated and were involved in the drafting of the Lease.[19] As such, no ambiguity can be construed against Landlord.

Thus, Tenant's allegation that the Lease should be construed against Landlord is without any merit and should be disregarded.

II. TENANT CANNOT TAKE A DIFFERENT POSITION IN LIGHT OF THE DOCUMENTARY EVIDENCE

In its moving papers, Landlord produced a copy of Mr. Conte's May 26th e-mail to Landlord, which establishes that the intent, expectation and understanding of the parties -- at the time they entered into the Lease and thereafter -- was that Tenant would re-locate, in a timely manner, from the 43rd Floor Space to the 26th Floor Space and continue conducting its business therein. In addition, Conte's e-mail acknowledges Tenant's understanding that "[t]he effective date of occupation, for the 26th floor facility, will commence upon completion of [Landlord's Work]."[20] Tenant now suggests that Mr. Conte's e-mail should be disregarded because it contradicts the language of the Lease.[21] Nevertheless, the same cannot be ignored because it is undisputed evidence of the parties' expectation and understanding of the Lease.

[19] See Brodsky Reply Aff. at ¶ 20

[20] See Brodsky Moving Aff. at ¶¶ 19, 22

[21] See Conte Opp. Aff. at ¶ 27

The best indication of the parties' understanding is what they said and did when the issue first arose. See, Webster's Red Seal Publications, Inc. v. Gilberton World-Wide Publications, Inc., 67 A.D.2d 339, 341 (1st Dep't 1979), aff'd, 53 N.Y.2d 643 (1981) ('[T]he most persuasive evidence of the agreed intention of the parties . . . is what the parties did when the circumstances arose). Here, Mr. Conte's e-mail establishes that it was Tenant's understanding and intent that upon the completion of Landlord's Work Tenant would re-locate from the 43rd Floor Space to the 26th Floor Space and begin paying rent after the three month free rent period. Consequently, this piece of evidence, of course, rebuts all of Tenant's allegations that the Lease Commencement Date "has not yet occurred," and, therefore, cannot be ignored.

Consequently, Tenant cannot now attempt to take a different position with respect to its clear understanding of the Lease, the term 'Commencement Date' and its obligation to begin paying rent after the three-month free rent period.

III. TENANT'S CLAIMS OF FRUSTRATION OF PURPOSE AND IMPOSSIBILITY ARE INAPPLICABLE

In Landlord's Moving Mem., Landlord not only established that the doctrines of frustration of purpose and impossibility are inapplicable to the undisputed facts of this case, but also established that there is no viable reason or excuse that prevents Tenant from occupying the 26th Floor Space and conducting business therein. In opposition, Tenant attempts to persuade the Court to stretch the narrow applicability of these doctrines by claiming that Tenant "might," after discovery, establish a defense under these doctrines as a result of the 'unforeseeably' of the Covid-19 Pandemic. But the truth of the matter is that the Covid-19 Pandemic has not -- and is not --

preventing Tenant from occupying the 26th Floor Space and beginning to conduct business therein.[22] Tenant's allegations are unsupported and conclusory.

In its Complaint, Tenant specifically alleges that it has not been 'able' to occupy the 26th Floor Space because of the continuing Covid-19 crisis. (See Complaint ¶ 11). In its opposition to Landlord's cross-motion, Tenant further asserts that the Covid-19 Pandemic has affected its timeline to take possession of the 26th Floor Space.[23] However, Tenant never explains -- in its Complaint nor in its opposition papers -- how it is that the Covid-19 Pandemic is preventing Tenant from taking possession of the 26th Floor Space. Rather, in opposition, Tenant simply claims that the Covid-19 Pandemic has caused its employees to not want to travel, and work in, the Premises.[24] Notably, Tenant fails to provide any documentary evidence and/or affidavits from its employees in support of this allegation. But, in any event, this allegation does not warrant the applicability of the doctrines. (See Landlord's Moving Mem. at pgs. 12-13). See e.g., Victoria's Secret Stores, LLC v. Herald Square Owner LLC, 2021 WL 69146 (Sup. Ct. NY Co.) (Borrok, J.) (dismissing the tenant's complaint, explaining that a lease can allocate the risk of adverse events; and clauses analogous to those here showed that the tenant there had assumed the risk of having to pay rent

[22] But even if it did, the doctrines of frustration of purpose and impossibility of performance are exceedingly narrow and, therefore, inapplicable herein. See e.g., 35 East 75th Street Corp. v. Christian Louboutin, L.L.C, 2020 WL 7315470 (Sup. Ct. N.Y. Co. 2020) (Bluth, J) (rejecting the applicability of both the frustration of purpose and impossibility doctrines and holding that ". . . even the horrendous effects of a deadly virus [i.e., the Coronavirus], do not automatically permit the Court to simply rip up a contract signed between two sophisticated parties.") Urban Archaeology Ltd. v. 207 East 57th Street LLC, 2009 WL8572326 (Sup. Ct. N.Y. Co. 2009) (Sherwood, J.) (granting landlord's motion to dismiss pursuant to CLPR 3211(a)(1) and (7) and rejecting tenant's affirmative defense pursuant to the impossibility of performance doctrine).

[23] See Conte Opp. Aff. at ¶ 14

[24] See Conte Opp. Aff. at ¶ 11

even in adverse circumstances); see also, Valentino U.S.A., Inc v. 693 Fifth Owner LLC, 2021 WL 668788 (Sup. Ct. N.Y. Co. 2021) (Borrok, J.).

Moreover, it is worth noting that indeed, as Mr. Conte pointed out in his initial affidavit,[25] Landlord was delayed in completing the required Landlord Work, under the Lease, so that Landlord could deliver the 26th Floor Space to Tenant on May 1, 2020. But Landlord, unlike Tenant here, explained to Tenant that the Landlord Work was being delayed as a direct result of the City's moratorium on construction work, which prevented Landlord from doing any work at the Premises. In addition, Landlord kept Tenant fully informed as to the progress of Landlord's Work. And while Tenant now tries to claim that its timeline has been "affected" by the Covid-19 Pandemic, at no point does Tenant provide a proposed date that it intends to move into the Premises, let alone provide the amount of time that Tenant needs to move into the 26th Floor Space. Instead, as pointed out in Landlord's moving papers, Tenant chose to vacate the Building entirely.

Knowing that its 'excuse' for its failure to take possession of the 26th Floor Space is simply unwarranted, Tenant asks this Court to depart from the consistent position that New York courts have taken with respect to the applicability of both the frustration of purpose and impossibility doctrines as affirmative defenses in cases involving the Covid-19 Pandemic and commercial leases. In its effort to persuade the Court, Tenant relies on two case -- i.e., Gap Inc. v. 170 Broadway Retail Owner LLC, 2020 WL 6435136 (Sup. Ct. N.Y. Co. 2020) (James, J.) and Intern. Plaza Assc. L.P. v. Amorepacific US, Inc., 2020 WL 7416598 (Sup. Ct. N.Y. C. 2020) (Feinman, J.). -- but these cases are simply inapplicable to the facts of this case. See e.g., Gap Inc. v. Ponte Gadea New York LLC, No. 20 CV 4541-LTS-KHP, 2021 WL 861121, at *7-10 (S.D.N.Y. Mar. 8, 2021), where the court, in a case in the United States District Court for the Southern District of

[25] See Guy Conte Affidavit sworn to on February 18, 2021 (NYSCEF Doc. No. 4) at ¶ 12

New York, in the context of a motion to dismiss -- while noting the few cases now cited by Tenant with respect to frustration and impossibility, but in effect rejecting them as 'but see' -- instead followed the evolving consensus positions in rejecting tenant's frustration and impossibility (and casualty) defenses.

The bottom line is that Tenant fails to provide a single factual detail in support of the allegation that the Covid-19 Pandemic has "prevented" Tenant from occupying the 26th Floor Space. Again, Tenant merely claims that its employees refuse to travel to or work from the Premises. However, such claim is insufficient to warrant the applicability of these two narrow doctrines.

Accordingly, Tenant's allegations with respect to the applicability of both the frustration of purpose and impossibility doctrines should be disregarded.

IV. THE ONLINE BANKING PRINTOUT PRODUCED BY TENANT DOES NOT ESTABLISH TENANT'S FINANCIAL CAPABILITY OF CURING THE DEFAULTS ALLEGED IN THE NOTICE TO CURE

Attempting to cure the clear defects of its initial filings, Tenant now produces an online banking Printout in support of its conclusory statement that it is "'ready, willing and able' to cure the defaults alleged in the Notice to cure by any means short of vacating the Premises."[26] Nonetheless, this Printout is proof of absolutely nothing with regard to Tenant's financial capability to move into the 26th Floor Space and begin paying rent on an ongoing basis.

As noted in Claman Opp. Affirm. at ¶ 21, if a tenant genuinely wishes to cure the stated monetary defaults, the tenant must also show a financial capability to perform its lease obligations. See, e.g., 330 Hudson Owner, LLC v. Rector, Church-Wardens and Vestrymen of Trinity Church in the City of N.Y., 2009 WL 1470449 (Sup. Ct. N.Y. Co.) (Fried, J.) (denying 'Yellowstone' stay

[26] See Conte Opp. Aff at ¶ 16 and Exh. A.

where the ground-tenant/developer conceded that, in light of the financial crisis at that time, it was not prepared to invest any further funds in the project "unless Trinity would agree to renegotiate the Lease."). Here, the Printout in no way evidences that Tenant is financially able to move in and pay the rent due under the Lease on an ongoing basis. The showing that Tenant's parent has deposited three months of rent in a bank account is insufficient to establish Tenant's ability to move-in and start paying rent on an ongoing basis. Tenant, rather, must show financial planning documents that establish Tenant's ability to meet its financial obligations under the Lease, which Tenant has failed to do. Conversely, the Conte Opp. Aff. shows that Tenant has no intention in occupying the 26th Floor Space and, therefore, no intention of paying rent. (See Conte Opp. Aff. at ¶ 11, asserting that Tenant's employees do not want to travel and do not want to work in the Premises).

In sum, Tenant has produced no evidence in support of tis conclusory allegation that Tenant is "ready, willing and able" to cure its defaults as provided in the Notice to Cure.

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CONCLUSION

Accordingly, for the reasons set forth in the accompanying affidavit of William Brodsky and in Landlord's moving papers, and in view of the documentary evidence submitted in support of Landlord's application and in opposition to Tenant's application for Yellowstone relief, Landlord's cross-motion to dismiss the Complaint should be granted in its entirety and Tenant's application for a Yellowstone injunction should be denied, together with the granting of such other relief as the Court may deem equitable, just and proper.

Dated: New York, New York
April 30, 2021

Respectfully Submitted,

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