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VIA E-MAIL (rule-comments@sec.gov)

June 8, 2022

U.S. Securities and Exchange Commission
Ms. Vanessa A. Countryman
Secretary 100 F Street, NE
Washington, DC 20549-1090

Re: **Special Purpose Acquisition Companies, Shell Companies, and Projections**
(File No. S7-13-22)

On March 30, 2022, the United States Securities and Exchange Commission (the "Commission") issued a request for public comment soliciting input on proposed rules that the Commission stated are intended to enhance investor protections in initial public offerings by special purpose acquisition companies ("SPACs") and in subsequent business combination transactions between SPACs and private operating companies ("de-SPAC transactions") (the "Proposing Release"). Cowen Inc. (together with its consolidated subsidiaries, "Cowen") appreciates the opportunity to provide comments in response to the Commission's request.

Cowen is a multinational diversified financial services firm that provides investment banking, research, sales and trading, prime brokerage, global clearing, securities financing, commission management services and investment management. Our common stock is listed on the Nasdaq Global Market. In our business, we have performed several functions associated with SPAC and de-SPAC transactions – this allows us to give our views of the proposed rules from a number of perspectives.

Executive Summary

This letter sets forth our thoughts with regard to two specific aspects of the Proposing Release – the "deemed" underwriter proposal and the PSLRA/projections proposal – and offers our thoughts on the need for additional guidance relating to Regulation M and the Commission's proposal to "harmonize" rules for de-SPAC transactions and traditional IPOs.

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We recognize and agree with the Commission's intent to increase investor protections in connection with de-SPAC transactions. Cowen has traditionally treated de-SPAC transactions similarly to IPOs by ensuring that due diligence is being conducted and that disclosure is robust. However, the Commission's proposed rule, and the discussion of that rule, casts too wide a net by deeming certain parties "underwriters" even if they do not participate in "traditional underwriting" activity, while ignoring certain other parties whose activities look more like "traditional underwriting." In addition, the proposed rule does not provide any guidance as to how liability is to be determined, which could make a de-SPAC transaction much riskier for any party deemed an "underwriter" than a traditional IPO, when the liability is explicitly understood by all parties that are acting as "underwriters." Our comments below provide suggestions to the proposed rule, propose an alternative form of gatekeeper liability for "statutory sellers," and highlight areas where additional clarifications are needed.

We also believe the Commission's proposal to remove the PSLRA safe-harbor for de-SPAC transactions is unnecessarily broad with no real benefit to investors. Our comments below suggest either retaining the PSLRA safe-harbor for all parties or, in the alternative, allowing the deemed underwriters (or sellers) the ability to use the PSLRA safe-harbor.

Outside of what is being proposed in the Proposing Release, we are aware of significant differences among investment banks' application of Regulation M to de-SPAC transactions. We suggest that the Commission use this opportunity to provide guidance so that market participants can consistently and confidently comply with their obligations under Regulation M.

Finally, we strongly suggest that the Commission revise the rules that unfairly harm de-SPACed companies. Currently, de-SPACed companies are at a competitive disadvantage compared to companies that went public via an IPO. Given the amount of due diligence that will be conducted on de-SPACed companies, and the enhanced disclosures that are being proposed in the Proposing Release, we do not think it is appropriate to continue to treat de-SPACed companies any differently than a company that went public via an IPO.

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The "Deemed" Underwriter Proposal Needs Further Refinement and Clarifications Given the Scope of Liability Contemplated by the Proposed Rules

Before addressing any issues that we have with respect to the proposals to deem various participants in the SPAC and de-SPAC process as "underwriters" under the Securities Act of 1933 (the "Securities Act") subject to the attendant liability of underwriters (*e.g.*, section 11) under the Securities Act, we believe it useful to give our view as to the primary roles played by investment banks in de-SPAC transactions. There are typically four different roles played by investment banks as part of a de-SPAC transaction, which may, but are not required to be, performed by one or more of the underwriters for the SPAC's IPO. These four roles are: (i) Financial Advisor to the SPAC, (ii) Financial Advisor to the Target, (iii) PIPE Placement Agent, and (iv) Capital Markets Advisor. Below is a summary of the primary functions provided by an investment bank serving in each of the four roles:

SPAC FINANCIAL ADVISOR	TARGET FINANCIAL ADVISOR	PIPE PLACEMENT AGENT	CAPITAL MARKETS ADVISOR
Assist the SPAC in locating a target	Assist the Target in locating a SPAC	Assist in identifying and contacting institutional investors*	Advises the SPAC on which public investors may be interested in the company post de-SPAC transaction*
Assist the SPAC in valuing a target	Assist the Target in valuation and benchmarking	May assist with drafting an investor presentation*	Assist in scheduling meetings with public investors; obtaining investor feedback and negotiating with investors in a de-SPAC transaction*
Assist the SPAC with its due diligence on a target	Assist the Target in facilitating the SPAC's due diligence	Assist in scheduling meetings with institutional investors and obtaining feedback from institutional investors*	May advise the SPAC on financing alternatives
Assist the SPAC in negotiating with a target	Assist the Target in negotiating with the SPAC	Assist in negotiating with institutional investors*	

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SPAC FINANCIAL ADVISOR	TARGET FINANCIAL ADVISOR	PIPE PLACEMENT AGENT	CAPITAL MARKETS ADVISOR
Assist the SPAC with drafting an investor presentation*	Assist the Target with drafting an investor presentation*	Provide advice to the SPAC and Target regarding allocation decisions*	
May assist the SPAC in scheduling meetings with investors; obtaining investor feedback and negotiating with investors in a de-SPAC transaction*	May assist the Target in scheduling meetings with investors; obtaining investor feedback and negotiating with investors in a de-SPAC transaction*		
May advise the SPAC on financing alternatives			

* Denotes traditional underwriting activity.

When viewed through the lens of all of the possible functions that may be undertaken by an investment bank in a de-SPAC transaction, it seems inappropriate to place all transaction participants in the category of "underwriter." Many of the activities conducted by investment banks in a de-SPAC transaction are not underwriter activities in the traditional sense as they are not actively involved in a "distribution" of securities. Nevertheless, that is what proposed Rule 140a does in stating that "[a] person who has acted as an underwriter of the securities of a special purpose acquisition company and takes steps to facilitate the de-SPAC transaction, or any related financing transaction, or otherwise participates (directly or indirectly) in the de-SPAC transaction will be deemed to be engaged in the distribution of the securities of the surviving public entity in a de-SPAC transaction within the meaning of section 2(a)(11) of the Act." (emphasis added). As the Commission notes in the Proposing Release, the broad definition of "underwriter"[1] first is meant to include all persons who act as conduits for securities being placed in the hands of the investing public – or as links in a chain of transactions through which securities are distributed from an issuer or its control persons to the public. That is precisely why a

[1] The term "underwriter" is broadly defined in Section 2(a)(11) of the Securities Act to mean "any person who has purchased from an issuer with a view to, or offers or sells for an issuer in connection with, the distribution of any security, or participates or has a direct or indirect participation in any such undertaking, or participates or has a participation in the direct or indirect underwriting of any such undertaking." (emphasis added)

certain amount of the discussion on this point in the Proposing Release addresses resales (which also must be registered absent an exemption – generally 4(a)(1) and Rule 144) and the concept of the "statutory underwriter" in that context.

In the resale context, those persons are undeniably "links in the chain", having "purchased from" the issuer (or an affiliate of the issuer). But that is not happening in a de-SPAC transaction, which is why the Commission focused on the second prong of the definition to justify bestowing "underwriter" status on this broad group of market participants. Noting that the definition of "underwriter" is in the disjunctive, the Commission stated that "in order to conclude that a person is not an underwriter, it must also be established that the person is not offering or selling for an issuer in connection with the distribution of the securities and that the person does not participate or have a participation in any such undertaking, and does not participate or have a participation in the underwriting of any such undertaking."[2] Moreover, the Commission goes on to state that "[f]ederal courts and the Commission may find that other parties involved in securities distributions, including other parties that perform activities necessary to the successful completion of de-SPAC transactions, are "statutory underwriters" within the definition of "underwriter" in Section 2(a)(11). For example, financial advisors, PIPE investors, or other advisors, depending on the circumstances, may be deemed statutory underwriters in connection with a de-SPAC transaction if they are purchasing from an issuer "with a view to" distribution, are selling "for an issuer," and/or are "participating" in a distribution"[3]. The Commission, however, buttressed its analysis not with truly analogous examples but with the citation of several authorities that dealt with persons that unquestionably were underwriters. It then ended that portion of its discussion with a statement of the public's "need for the protection afforded by registration" (referencing the *Ralston Purina* 4(a)(2) decision) when a "distribution" is being made to persons who cannot "fend for themselves."

In a de-SPAC transaction, however, investors are getting the protection of the Securities Act through the disclosure that is contained in a registration statement (an S-4). While there may not be any person who is technically an "underwriter," there is section 11 liability – for the registrant, the registrant's officers who sign the registration statement, its directors and accountants and other experts named in the registration statement[4].

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[2] Proposing Release at 92-93, note 186.

[3] Proposing Release at 98.

[4] In addition, if the proposed changes to Form S-4 and F-4 are adopted, the co-registrant and its officers who sign the registration statement, its directors and accountants will also have section 11 liability.

Indeed, this is no different than an issuer registering a direct offering on an exchange without the involvement of underwriters or any other registered M&A transaction in which there technically is no "underwriter" involved.

Given the Commission's reference to the "protection afforded by registration," perhaps more attention should be given to the information that is required in the registration statement than to expanding the universe of persons with potential section 11 liability for that information. In that regard, the Commission's proposed additional disclosures regarding, among other things, compensation paid to sponsors, conflicts of interest, dilution and fairness would appear to address a number of, if not all of the major criticisms leveled at SPAC and de-SPAC disclosures.

Moreover, we expect that any investment bank that is deemed an "underwriter" will conduct IPO-style due diligence on the target company and SPAC, thereby requiring legal opinions and negative assurance statements from the SPAC's and target company's outside counsel and comfort letters from both sets of accountants. These additional diligence requirements will drive up the cost of the de-SPAC transaction, which will ultimately be borne by the target company and its shareholders.

If the Commission is to proceed with the "underwriter" concept for SPAC and de-SPAC transactions as proposed, we would submit that some thoughtful exclusions or guidance will be necessary in order for the concept to be workable. Banks will need clarity in order to make informed decisions regarding whether they want to participate on a de-SPAC transaction (and in which role(s)) and if they do, how they are going to price their services and how they will address indemnification and contribution issues. For example:

- Should a party that conducts <u>any</u> of the functions described in the chart above be deemed an "underwriter" for the de-SPAC transaction? Is there any distinction if that person was not an underwriter in the SPAC IPO? We would contend that only if an investment bank performed the functions traditionally performed by an underwriter should that bank be deemed a "statutory underwriter." For instance, assisting the parties in scheduling meetings with investors, obtaining investor feedback, providing advice on allocation decisions, and assisting in drafting an investor presentation are traditional "underwriter" activities, and assistance in finding counterparties, providing valuation advice, negotiating merger agreements, providing fairness opinions and assisting with due diligence in connection with the

SPAC's evaluation of the target should <u>not</u> cause a bank providing such services to be deemed an "underwriter," even if that bank served as an underwriter on the SPAC IPO.

- If section 11 liability is to be imposed on the persons deemed to be underwriters, how is the timing of each person's liability to be determined under section 11(d)?

- Section 11 liability is capped in section 11(e) by the price at which the security was offered to the public. Since in a de-SPAC transaction, investors are not purchasing any securities, how will damages be determined[5]? Moreover, how will section 11 liability be apportioned to those persons deemed "underwriters" under section 11(e)'s further limitation that "no . . . underwriter . . . [shall] be liable in any suit or as a consequence of suits authorized under subsection (a) [of section 11] for damages in excess of the total price at which the securities underwritten by him and distributed to the public were offered to the public"?

Given the challenges that exist in assessing which participants in a de-SPAC transaction warrant "underwriter" treatment, and the extent and amount of liability that an "underwriter" may incur, we suggest that a better mechanism for achieving the Commission's goal of gatekeeper liability would be to focus on whether participants in a de-SPAC would be deemed statutory "sellers" under Securities Act section 12(a)(2). When determining if a person is a "seller" under section 12(a)(2), courts have used a "facts and circumstances" analysis articulated in *Pinter v. Dahl,* 486 U.S. 622 (1988). Under the *Pinter* analysis, a statutory "seller" under section 12(a)(2) is a person "who successfully solicits the purchase, motivated at least in part by a desire to serve his own financial interests or those of the securities owner." Under this approach, an investment bank that actively solicits purchasers (or in the case of a de-SPAC, solicits investors not to redeem) may have section 12(a)(2) liability to such purchaser if such investment bank cannot not sustain the burden of proof that it did not know, and in the exercise of reasonable care could not have known of such untruth or omission. Using section 12(a)(2) as a means of gatekeeper liability, instead of deeming certain parties "underwriters" for section 11 purposes, would simplify the risk analysis that an investment bank would need to conduct when deciding whether or not to participate in a de-SPAC transaction, while also

[5] In a de-SPAC transaction, the shares being registered on the S-4 can have a value in the billions of dollars. Will underwriters on a de-SPAC transaction have billions of dollars of potential section 11 liability? If that is the Commission's intention, that is in stark contrast to a traditional IPO where underwriters only have section 11 liability on the amount of securities being sold to the public, which is generally a much smaller amount.

establishing an appropriate and clear nexus between the specific roles of de-SPAC transaction participants and the gatekeeper liabilities associated therewith.

The Private Securities Litigation Reform Act ("PSLRA) "Safe Harbor" Should Not Be Eliminated for De-SPAC Transactions or Alternatively, Should Remain Available to Statutory Underwriters in De-SPAC Transactions

It is our view that the PSLRA Safe Harbor Proposal is a classic "let's throw the baby out with the bath water" approach to securities disclosure and policy. Not discussed in any detail in the Proposing Release are two other "safe harbors" for forward-looking statements – Rules 175 and 3b-6, respectively, addressing forward looking statements made in filings with the Commission under the Securities Act as well as the Securities Exchange Act of 1934 (the "Exchange Act") as well as other documents that are "furnished" to the Commission (*e.g.,* annual reports to shareholders). These rules, adopted in 1981 (prior to the PSLRA) provide safe harbor protection similar to that of the PSLRA safe harbor – under these two rules, forward-looking statements are deemed not to be "fraudulent statements" (basically a 10b-5 standard) unless it is shown that the statement was made or reaffirmed without a reasonable basis or was disclosed other than in good faith.

Also not mentioned in the Proposing Release is the judicially-created "bespeaks caution" doctrine. That doctrine, now accepted in 11 federal judicial circuits, renders forward-looking statements accompanied by sufficient cautionary language non-actionable under securities laws if such statements are proved incorrect in the future. The rationale is that no reasonable investor could find a statement accompanied by adequate cautionary language materially misleading. Essentially, the same requirements apply as would under the PSLRA to obtain protection – that the forward-looking statements be accompanied by "meaningful cautionary language."

Then – there is the Commission's long-standing encouragement for companies to use forward-looking information embodied in Item 10(b) of Regulation S-K:

> The Commission encourages the use in documents specified in Rule 175 under the Securities Act and Rule 3b-6 under the Exchange Act of management's projections of future economic performance that have a reasonable basis and are presented in an appropriate format.

Item 10(b) of Regulation S-K goes on to require that projections have a reasonable basis and be made in good faith. Item 10(b) then provides a suggested format for projections.

In 1995, years after the adoption of Rules 175 and 3b-6 and S-K Item 10(b), Congress, seeking to protect companies from frivolous litigation, adopted the PSLRA, including its safe harbor protection for forward-looking statements. Similar to the "bespeaks caution" doctrine mentioned above, the PSLRA provides that there is no liability to a company and its underwriters for forward-looking statements that are accompanied by meaningful cautionary language. The statutory safe harbor in the PSLRA, however, does not apply to certain offerings, including IPOs, while the "bespeaks caution" doctrine as well as Rules 175 and 3b-6 may apply depending upon the circumstances (*i.e.,* if the statements were made in a Commission filing).

So – what is the difference? The main (and really only) substantive difference between the "bespeaks caution" doctrine and the PSLRA safe harbor is that the PSLRA safe harbor provides a stay of discovery while a motion to dismiss based upon the safe harbor protections is under review by the court. Typically, the questions presented in a motion to dismiss are (i) are the statements or other information truly "forward-looking" (as opposed to "facts" which do not get safe-harbor protection) and (ii) are the cautionary statements "meaningful" or are they "boilerplate" (which also precludes reliance on the safe harbor).

The automatic stay of discovery saves defendants legal fees and the distractions of responding to discovery requests while the motion to dismiss is pending and potentially narrows the scope of any securities litigation. Although cases do get dismissed based upon the bespeaks caution doctrine, the defendants nevertheless are required, during the pendency of the motion to dismiss, to respond to potentially burdensome and, often, unnecessary discovery. Any company (and underwriter) that has had to undergo securities litigation and the attendant discovery understands that – and the pressure to settle as a result of these costs – all too well.

What the Commission fails to acknowledge is the vast majority of IPOs do not include projections because underwriters have historically refused to assume the section 11 liability associated with those projections. The Commission's proposal, in stripping away the protection of the PSLRA safe harbor for projections in de-SPAC transactions, has in actuality not increased anyone's exposure for the projections – it has simply increased the

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cost of defense. The result of that, according to many market participants, is that banks may no longer participate in de-SPAC transactions if they assume liability on projections or the banks will increase their fees to take in to account the increased exposure. This could effectively shut-down the entire SPAC market.

According to the Proposing Release, the Commission noted that:

> "many commentators have raised concerns about the use of forward-looking statements that they believe to be unreasonable in deSPAC transactions. By providing greater clarity regarding the availability of the PSLRA safe harbor, the proposed amendment should strengthen the incentives for a blank check company that is not issuing penny stock, including a SPAC, to avoid potentially unreasonable and potentially misleading forward-looking statements, and to expend more effort or care in the preparation and review of forward-looking statements."[6]

If the perceived "problem" is unreasonable projections or projections not being made in good faith, it should be noted that such unreasonable, bad-faith projections would not qualify for PSLRA (or any other) safe harbor protection in the first instance, irrespective of the stay of discovery. Given the Commission's historical encouragement of projections, we believe that the Commission's focus should be on improving the quality and caliber of projections and allowing <u>full</u> PSLRA safe harbor protection for those projections, when made. Such a safe harbor should protect not only the company but all other market participants, including underwriters, unless those persons were aware that the projections were unreasonable or not made in good-faith at the time they were made.

Alternatively, should the Commission wish to subject projections and other forward-looking information to the same proscription as IPOs, perhaps that should only extend to the *maker* of the forward-looking statement or projections. Others, such as "deemed" underwriters (or sellers) could continue to enjoy the full protection of the PSLRA. This would allow two things to occur – the forward-looking information important to investors would be disclosed; however, the burden of defending that information would be appropriately on the party that supplied it.

This concept goes hand in hand with another matter – fairness opinions. The Commission recognizes that fairness opinions – or the lack thereof – have often been the subject of

[6] Proposing Releas at 246.

litigation. *See* Proposing Release at 128, note 278. Under Delaware case law, the Board has a fiduciary duty to disclose to investors in a merger proxy (often in an S-4 registration statement) the projections it utilized in making its decision. Moreover, if the SPAC receives a fairness opinion from a financial advisor (as the proposing release suggests will be required) that fairness opinion will be based on projections, which will have to be disclosed to investors. Therefore, unlike a typical IPO, in the vast majority of de-SPAC transactions, projections will have to be disclosed, which further underscores the reasonableness of giving such statements PSLRA safe harbor protection, just as they would have in a typical M&A transaction that was not a de-SPAC.[7]

The Commission Should Provide Additional Guidance Regarding How the Proposed Rules Would Implicate Regulation M

In light of the Commission's proposal to deem a de-SPAC transaction a "distribution" and potentially all de-SPAC participants "underwriters" for Securities Act purposes, we think it is important for the Commission to provide market participants with clear guidance whether de-SPAC transactions are also to be deemed "distributions" for Regulation M purposes and, if so, when does a Distribution begin and end, and which participants in a de-SPAC transaction are Distribution Participants subject to Regulation M[8]? Regulation M is an anti-market manipulation rule that prohibits issuers, Distribution Participants (which includes underwriters and others who "participate" in a "distribution") and their Affiliated Purchasers, to bid for, purchase, or attempt to induce any person to bid for or purchase, a Covered Security during the applicable Restricted Period. However, Regulation M includes a number of exceptions, including: (i) transactions involving Actively-Traded Securities, (ii) offers to sell or the solicitation of offers to buy the securities being distributed, and (iii) unsolicited brokerage transactions. For non-Actively-Traded Securities, the applicable Restricted Period in a traditional securities offering is one or five business days prior to the pricing of the offering. If securities are being distributed in a merger, acquisition or exchange offer, the restricted period begins on the day proxy solicitation or offering materials are first disseminated to security holders and ends upon the completion of the distribution (generally a vote by the target shareholders).

[7] Indeed, the Commission surely acknowledges that as part of investor education, research analysts orally disseminate their projections to institutional investors in IPOs without underwriter liability. Similarly, in direct offerings, issuers simply wait until their registration statements are effective so that when they are "issuers" within the meaning of the PSLRA, they can freely make projections and receive the benefit of the PSLRA safe harbor.

[8] Each capitalized term used in this section is defined in Rule 100 of Regulation M.

We understand that market participants have taken various approaches on whether a de-SPAC transaction is a “Distribution” for Regulation M purposes. For instance, some market participants believe that a de-SPAC transaction is not a “Distribution” and do not restrict their activities in any way. Others, however, believe Regulation M’s prohibitions apply to a de-SPAC transaction and take one of several positions regarding the Restricted Period applicable to a non-Actively Traded Security:

- some take the position that the Restricted Period begins on the day a de-SPAC transaction is announced and ends at the closing of the de-SPAC transaction;
- others take the position that the Restricted Period begins upon the mailing of the proxy statement to the SPAC’s shareholders and ends at the closing of the de-SPAC transaction; and
- a final group takes the position that the Restricted Period begins when the target company shareholders are mailed their proxy materials and ends when the target company shareholders vote on the de-SPAC transaction.

It is apparent that market participants need better guidance as to whether or not a de-SPAC transaction is a Distribution for Regulation M purposes and, if it is, when the Restricted Period begins and ends. In addition, similar to the ambiguity described above as to who is a “statutory underwriter” for purposes of the Securities Act, market participants need to know which activities would make an investment bank a “Distribution Participant” for purposes of Regulation M. For instance, would a financial advisor that has no contact with investors during a de-SPAC transaction, but nevertheless would be deemed an “underwriter” by the Commission’s proposed rules, be a Distribution Participant for purposes of Regulation M?

Finally, market participants need more clarity as to the type of activity that is actually restricted during a Restricted Period. In particular, it appears that for a non-Actively Traded Security, Distribution Participants may be violating Regulation M if, during a Restricted Period, they participate in the standard de-SPAC process of setting up meetings for SPACs and target companies with institutional investors to educate those investors on the target company, if those investors then choose to purchase shares of the SPAC utilizing the trading desk of the investment bank that organized the meeting. It appears that, other than the exception for Actively-Traded Securities, none of the other exceptions to Rule 101 of Regulation M would apply to that trading activity. However, we understand from SPACs and target companies, that one of the most important functions of an investment bank in a de-SPAC transaction is assisting in setting up meetings with potential institutional investors in the hopes that those institutional investors will purchase shares in the SPAC prior to the redemption deadline and not redeem their shares in order to assist the SPAC and the target company in maximizing the proceeds from the trust account. Under those circumstances, it would be typical for that institutional investor to utilize the trading desk of the investment bank that scheduled the meeting. If this activity is not to be permitted, the Commission needs to provide clear guidance to market participants as to activities that will be.

The Commission Should Eliminate its Rules that Unfairly Harm De-SPACed Companies Compared to Other Public Companies

Finally, we did want to state that the Commission should consider certain other changes if one of the purposes of the rules embodied in the Proposing Release, is to "closely align" the transactions of companies that enter the public markets via a de-SPAC with those that undertake a traditional IPO – if that is indeed the case, then certain rules that subject de-SPACed companies to negative treatment should be eliminated. These rules or other provisions include:

- Rule 144(i), which can impede the resale of restricted or control securities of a de-SPAC company;
- Rule 139(a)(ii), which makes broker-dealers unable to rely on the standard Rule 139 safe-harbor for research reports, thereby effectively blacking out broker-dealers from publishing research or subjecting those broker-dealers to Section 5 liability for research reports;
- Rule 405, which deems de-SPACed companies "ineligible issuers," thereby prohibiting them from using free-writing prospectuses during registered securities offerings and from being well-known seasoned issuers (WKSIs); and
- Form S-8, which makes de-SPACed companies ineligible to file a Form S-8 for 60 days following a de-SPAC transaction.

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We appreciate and support the concept of increased disclosure and increased accountability in SPAC and de-SPAC transactions. Nevertheless, as the Commission appears to acknowledge, the proposals are in some respects novel and will require some degree of fine-tuning to address market practices in an appropriate manner. We appreciate your consideration of our comments. If you would like more information, please feel free to contact me at your convenience.

Sincerely yours,

Cowen Inc.

By: /s/ Jeffrey M. Solomon
Name: Jeffrey M. Solomon
Title: Chair and Chief Executive Officer