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November 21, 2013

**BY ECF AND FACSIMILE**

Honorable Paul G. Gardephe  
United States District Judge  
Southern District of New York  
Thurgood Marshall United States Courthouse  
40 Foley Square  
New York, NY 10007

Re: Novel Commodities S.A. v. QBE Insurance Corporation, 11 Civ. 6339 (PGG)

Dear Judge Gardephe:

We write in brief response to correspondence dated November 20, 2013 from counsel for Access Global Capital, LLC ("Access").

Access purports to describe a breach of an oral guarantee, Novel's alleged promise to stand for the debt on another, Covadonga. Any such claim is barred by the statute of frauds. See N.Y. Gen. Oblig. Law § 5-701(2); N.J. Rev. Stat. § 25:1-15.

Access also asserts that "Novel is currently in bankruptcy proceedings in Switzerland." In fact, Novel has thus far avoided bankruptcy. But Novel, whose financial condition was severely compromised by the collapse of Covadonga and QBE's ensuing breach, was required to advise Swiss courts of its financial condition; and those courts may soon appoint a "curator" to monitor Novel's activities.

Payment of the QBE judgment will go far towards restoring Novel's financial condition and allowing Novel to pay its creditors. Conversely, additional delay will further compromise that condition. To this end, Novel renews its request that the Court reject QBE's application and direct QBE to disburse the entirety of the Judgment Amount.<sup>1</sup>

Respectfully submitted,

/s/

Michael T. Sullivan

cc: Stephen Kennedy, Esq. and Victoria Melcher, Esq. (by ECF)  
Richard C. Yeskoo, Esq. (by e-mail)

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<sup>1</sup> Novel will not now respond to Access's factual allegations. Access's still unpled claim is, as a matter of law, inadequate to support QBE's interpleader application.