

Applicant seeks expedited review under Rule 401(d)(3) of the Commission's Rules of Practice.

LEGAL BASIS FOR THE STAY

In order for the Commission to grant a stay of the NAC Decision, it must consider the following factors:

1. whether there is a strong likelihood that the moving party will succeed on the merits of its appeal;
2. whether the moving party will suffer irreparable harm without a stay;
3. whether any person will suffer substantial harm as a result of the stay; and
4. whether a stay is likely to serve the public interest.

As to the first factor, the Firm concedes that there is not a particularly strong likelihood that it will succeed on the merits of its appeal. However, the Firm respectfully submits that the other three factors weigh heavily in support of granting the Firm a 45-day stay of the effectiveness of the NAC Decision to enable it to wind down its activities.

As to the second factor, the Firm will suffer irreparable harm if the stay is not granted in that it will not be able to: (1) smoothly transition its customer accounts to another firm or close them entirely; (2) withdraw all outstanding appeals and settle all pending regulatory matters; and (3) properly terminate its clearing agreement and make all necessary arrangements with its escrow agent.

As to the third factor, no person will suffer substantial harm as a result of the stay, because the Firm will not be commencing any new business lines; hiring or registering any new representatives; opening any new branch office locations; making any changes to its current

ownership structure or engaging in a bulk transfer of its customer accounts during the 45-day period.

Finally, as to the fourth factor, a stay is likely to serve the public interest, in particular, the interest of the Firm's existing public customers, because the stay will allow the Firm to transition these accounts to a new firm or close them without harm to the customers. Without the stay, customers will experience issues and delays in receiving their funds and securities currently held with Windsor and its clearing firm.

In sum, the Firm respectfully requests a brief stay of the NAC Decision for a period of 45 days from the date of the NAC Decision. During that 45-day period, the Firm will be able to do the following:

- Windsor will submit a notice of termination of its fully disclosed clearing agreement with COR Clearing, LLC, ("COR"). The clearing agreement termination letter will include instructions to COR to remit approximately \$350,000 of the clearing deposit, (which currently consists of \$475,000) in cash in a segregated account held at COR, to an escrow account which has been established by the law firm of Davidoff Hutcher & Citron, LLP, to be administered by attorney Elliot H. Lutzker, Esq., to be used for the exclusive purposes of paying the balance of a civil monetary penalty currently due to the SEC and resolving, through settlement or payment of any final arbitration awards rendered against Windsor in connection with current customer arbitration cases; payment of defense costs for same, and payment for the services of a third-party custodian of records to retain and make available the Firm's books and records after the Firm ceases its business activities.
- Windsor will agree to any additional, reasonable conditions and/or restrictions to its business activities during this interim period, provided that such conditions/restrictions do not adversely impact Windsor's proposed plans to smoothly wind down its business operations as described herein.

Windsor is an introducing broker/dealer with a fully disclosed clearing agreement with COR Clearing, LLC ("COR") a registered broker/dealer and clearing firm. Windsor believes that COR operates exclusively as a clearing firm with no retail capabilities to handle customer orders or other requests from customers with regard to their brokerage accounts. If Windsor is not permitted to handle its customer accounts and fulfill the orders and other requests of its retail customers, those customers will be adversely affected by

their inability to conduct transactions, request funds to be delivered or take any other actions in connection with their accounts.

As stated at paragraphs 5 and 6 of the Affidavit of Imtiaz (Raana) Khan, the Firm's management is concerned that the retail clients currently being serviced by the Firm's registered representatives will lose access to their accounts and be restricted - at least for some period of time - from conducting securities transactions in their brokerage accounts foreseeably leading to unnecessary anxiety, inconvenience and financial loss.

In addition, the Firm currently employs approximately 9 salaried employees in various administrative, operations, compliance and supervisory positions whose sole income and livelihood are directly attributable to their employment with the Firm. This wind down period will allow each of them to seek other employment either within or outside the securities industry. There is no "investor protection" rationale to justify a premature closure which would cause these individuals (and their families) to lose their income and interrupt their health benefits. Unnecessarily causing catastrophic harm to these people in the absence of any risk to the public makes little economic or even regulatory sense. All of these potential disastrous results can be avoided if the Commission were to grant a brief Stay of the NAC Decision until the Firm completes the wind down process already underway, for a period no longer than forty-five days but not later than June 29, 2018. On or prior to that date, the Firm will file a Form BDW and cease all of its broker/dealer operations and will continue to work with both FINRA and the Commission to resolve all outstanding matters involving the Firm.

Through counsel, we had previously notified FINRA that the Firm would be filing a Form BDW to withdraw its broker/dealer registration with the Commission and FINRA membership, no later than the close of business on Friday, June 29, 2018. This date was chosen to provide the Firm's registered representatives with sufficient time and opportunity to advise their clients of their impending transfer to a new broker/dealer and to submit the required account transfer forms, and to provide the new broker/dealer

with the time to conduct due diligence on Windsor's group of representatives and internally prepare for the transfer of these news representatives and customer accounts.

In an effort to demonstrate to FINRA the Firm's commitment to this wind down and transfer process, the Firm prepared a Form BDW, which was duly executed and notarized by a principal of Windsor, with the date left blank. The original signed and notarized Form BDW was delivered to Windsor's counsel, Becker and Poliakoff, LLP ("Becker"), along with a signed letter of instruction/authorization for Becker to file the Form BDW with FINRA's CRD, on Friday, June 29, 2018, unless the Firm had earlier filed the Form BDW. Attached as Exhibit A to Mr. Khan's Affidavit in support of this Motion is a copy of the notification letter to FINRA, along with a copy of the signed Form BDW and letter of instruction to Becker.

The Firm remains committed to this wind down process as well as the time line outlined in the letter to FINRA for the filing of the Form BDW and Windsor's cessation of operations.

CONCLUSION

For the foregoing reasons, the Firm hereby moves the Securities and Exchange Commission for a brief stay of the NAC Decision that the Firm is subject to statutory disqualification for a period not longer than 45-days from the date of the NAC Decision to give the Firm sufficient time to wind down its activities.

May 16, 2018

Respectfully Submitted,

WINDSOR STREET CAPITAL, L.P.

By: 
Robert I. Rabinowitz, Esq.
Becker & Poliakoff, LLP
331 Newman Springs Road, Suite 225
Red Bank, New Jersey 07701
(732) 842-1662 - Phone
(732) 842-9047 - Fax
rrabinowitz@beckerlawyers.com



UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of the Application of	:	
	:	
Windsor Street Capital, L.P.	:	
(f/k/a Meyers Associates, L.P.)	:	
	:	
For Review of Action Taken by	:	AFFIDAVIT OF IMTIAZ RAANA
	:	KHAN IN SUPPORT OF
FINRA SD-2172	:	MOTION FOR STAY
	:	

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

I, **IMTIAZ (RAANA) KHAN**, hereby state under penalty of perjury that the following statements are true and accurate to the best of my knowledge, information, and belief:

1. I respectfully submit this affidavit in the above-referenced matter in support of the Motion for a Stay of the FINRA National Adjudicatory Council Decision of May 14, 2018 (The "NAC Decision") In the Matter of the Continued Membership of Windsor Street Capital, L.P. ("Windsor" or the "Firm") denying Windsor's Membership Continuance Application ("MC-400A" or "the Application") and terminating its FINRA membership.
2. I am one of the Firm's principals and an indirect minority owner through my ownership interest in the Firm's parent company, Meyers Securities Corp. The Firm has been registered with FINRA as a member firm since April 1993, and I have been registered with the Firm since July 2000. In December 2017 I became one of the Firm's registered principals. The Firm currently employs 41 employees and registered representatives and has 5 office locations.

3. On July 28, 2017 the Securities and Exchange Commission (the "Commission") entered an Order Making Findings and Imposing Remedial Sanctions including a Cease-and-Desist Order against the Firm (the "SEC Order"). The SEC Order contained findings that the Firm "willfully violated Sections 5(a) and 5(c) of the Securities Act of 1933", thereby subjecting the Firm to a statutorily disqualification pursuant to Exchange Act Section 3(a)(39). On September 7, 2017 the Firm filed a Membership Continuance Application with FINRA seeking to remain registered with FINRA notwithstanding the statutory disqualification. On February 28, 2018 a hearing was held in Washington, D.C. in connection with the Firm's Application and on May 14, 2018 the FINRA NAC issued its decision denying the Firm's membership application.
4. I and the other members of the Firm's management team understood at least as early as July, 2017 that the SEC Order would subject the Firm to a statutorily disqualification, and as a result, began making preparations for the smooth wind down of the Firm's operations. We have been proceeding in this fashion. Recently another registered broker/dealer has agreed to accept my registration and the registration of approximately twenty other Windsor representatives. Upon the completion of the registration process with a new broker/dealer, we will begin sending out transfer request forms to Windsor's approximately 3,000 retail brokerage customers seeking their written consent to transfer their accounts to a new broker/dealer.
5. Windsor is an introducing broker/dealer with a fully disclosed clearing agreement with COR Clearing, LLC ("COR") a registered broker/dealer and clearing firm. I have been advised that COR operates exclusively as a clearing firm with no retail capabilities to handle customer orders or other requests from customers with regard to their brokerage

accounts. If Windsor is not permitted to handle its customer accounts and fulfill the orders and other requests of its retail customers, those customers will be adversely affected in multiple ways, including their inability to (i) effect securities transactions, (ii) request funds to be delivered or (iii) take IRA distributions or (iv) engage in any other ordinary transactions in connection with their accounts.

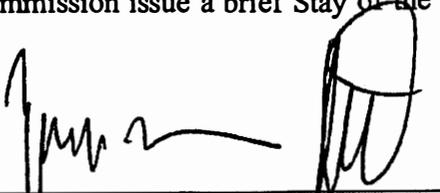
6. My deep concern, which FINRA in fulfilling its mandate to protect public customers should rightfully share, is that the retail clients currently being properly serviced by the Firm's registered representatives will be deprived of multiple opportunities to their detriment and be restricted - at least for some period of time - from conducting transactions described in the preceding numbered paragraph, the consequences of which, beyond the predictable and unnecessary anxiety that comes from any time of limitation, include painful inconvenience and likely financial harm.
7. In addition, the Firm currently employs approximately 9 salaried employees in various administrative, operations, compliance and supervisory positions whose sole income and livelihood are directly attributable to their employment with the Firm. The reasonable wind down period will allow each of them to attempt to secure other employment either within or outside the securities industry. There is no "investor protection" rationale to justify a premature closure which would cause these individuals (and their families) to lose their income and interrupt their health benefits, unnecessarily causing catastrophic harm to these people in the absence of any risk to the public makes little economic or even regulatory sense.
8. The foregoing foreseeably disastrous effects of denying our request for a stay can be avoided at no risk if the Commission grants a Stay of the NAC Decision until the Firm

completes the wind down process already underway for a period no longer that forty-five days but not later than June 29, 2018. On or prior to that date, the Firm will file a Form BDW and cease all of its broker/dealer operations and will continue to work with both FINRA and the Commission to resolve all outstanding matters involving the Firm.

9. Through counsel, we had previously notified FINRA that the Firm would be filing a Form BDW to withdraw its broker/dealer registration with the Commission and FINRA membership, no later than the close of business on Friday, June 29, 2018. This date was chosen to provide the Firm's registered representatives with sufficient time and opportunity to advise their clients of their impending transfer to a new broker/dealer and to submit the required account transfer forms, and to provide the new broker/dealer with the time to conduct due diligence on Windsor's group of representatives and internally prepare for the transfer of these news representatives and customer accounts.
10. In an effort to demonstrate to FINRA the Firm's commitment to this wind down and transfer process, the Firm prepared a Form BDW, which was duly executed and notarized by a principal of Windsor, with the date left blank. The original signed and notarized Form BDW was delivered to Windsor's counsel, Becker and Poliakoff, LLP ("Becker"), along with a signed letter of instruction/authorization for Becker to file the Form BDW with FINRA's CRD, on Friday, June 29, 2018, unless the Firm had earlier filed the Form BDW. Attached hereto as Exhibit A, is a copy of the notification letter to FINRA, along with a copy of the signed Form BDW and letter of instruction to Becker.
11. The Firm remains fully committed to this wind down process as well as the time line outlined in the letter to FINRA for the filing of the Form BDW and Windsor's cessation of operations.

12. For these reasons, Windsor is respectfully requesting that the Commission order a brief Stay of the effectiveness of the NAC Decision, to allow for the smooth transfer of the registered representatives and customer accounts to another broker/dealer, which should be completed on or before June 29, 2018.

13. Accordingly, I respectfully request that the Commission issue a brief Stay of the NAC Decision until no later than June 29, 2018.



IMTIAZ (RAANA) KHAN

Subscribed and sworn to before me on this
16th day of May, 2018.


Notary Public

CHRISTINE M. CARSWELL
Notary Public, State of New York
No. 01CA4651032
Qualified in Suffolk County
Commission Expires December 31, 2021

EXHIBIT A

Robert I. Rabinowitz
rrabinowitz@beckerlawyers.com
Phone: (732) 842-1662 Fax: (732) 842-9047

Becker

Becker & Poliakoff, LLP
331 Newman Springs Road, Ste. 225
Red Bank, NJ 07701

FOR SETTLEMENT PURPOSES

April 18, 2018

Via E-Mail Only

Frank M. Weber, Esq.
Senior Regional Counsel
FINRA Department of Enforcement
200 Liberty Street
New York, NY 10281-1003

**Re: Disciplinary Proceeding No. 2015046971701
Department of Enforcement v. Nas Adel Allen, Gregory J. Anastos and
Windsor Street Capital, LP f/k/a Meyers Associates, L.P.,**

Dear Mr. Weber:

As you are aware, we represent Windsor Street Capital, L.P. (“Windsor” or the “Firm”), one of the Respondents in the above-captioned matter. The undersigned has been authorized to present the following proposal, without prejudice, to resolve the Department of Enforcement’s (“Enforcement”) claims against Windsor in the above-referenced case, as well as two other pending DOE matters involving Windsor¹. Windsor proposes the following:

- e Windsor has completed a Form BDW (“BDW”) for a full withdrawal of Windsor’s FINRA membership and registration with the Commission as a registered broker/dealer, which has been signed by an authorized principal of the Firm. (See Exhibit 1).e
- e The Firm anticipates filing the BDW prior to June 29, 2018. However, in the event that the Firm does not file the BDW by that date, Windsor has executed a letter of instruction to its counsel, Becker & Poliakoff, LLP authorizing the filing of the BDW no later than June 29, 2018. (See Exhibit 2). The originally signed, dated and notarized BDW has been provided to Becker & Poliakoff to hold in escrow until the filing date. A Becker & Poliakoff attorney will file the Form BDW with FINRA’s Central Registration Depository (“CRD”) no later than the close of business on Friday, June 29, 2018, unless instructed by the Firm to file the BDW on an earlier date (the “Filing Date”). Becker & Poliakoff will be provided with access to Windsor’s CRD account to make the filing electronically, but will also hold a manually signed, dated and notarized original paper

¹ Appeals to the Securities and Exchange Commission in Admin. Proc. File No. 3-18350 (*DOE v. Meyers Associates, L.P. Discip. Proc. No. 2013035533701*) Admin. Proc. File No. 3-18359 (*DOE v. Meyers Associates, L.P. and Bruce Meyers Discip. Proc. No. 2010020954501*) will be withdrawn by Windsor, with prejudice, provided that FINRA agrees to dismiss the cases against the Firm after the filing of the BDW and stays the sanctions imposed by the NAC in both cases until the BDW is filed and accepted by the Commission.

Frank M. Weber, Esq.
April 18, 2018
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version of the BDW to file if electronic access is unavailable for any reason.

- Windsor agrees to not hire or register any new representatives or open any new branch office locations between the date of this letter and the Filing Date of the BDW. Windsor will also not commence any new business lines.
- Windsor will submit a notice of termination of its fully disclosed clearing agreement with COR Clearing, LLC, (“COR”) effective as of the Filing Date. The clearing agreement termination letter will include instructions to COR to remit approximately \$350,000 of the clearing deposit, (which currently consists of \$450,000²) in cash in a segregated account held at COR, to an escrow account which has been established by the law firm of Davidoff Hutcher & Citron, LLP, to be administered by attorney Elliot H. Lutzker, Esq., (See Exhibit 5) to be used for the exclusive purposes of resolving, through settlement or payment of any final arbitration awards rendered against Windsor in connection with current customer arbitration cases; payment of defense costs for same, and payment for the services of a third-party custodian of records to retain and make available the Firm’s books and records after the Firm ceases its business activities and files the BDW.
- Windsor will withdraw two pending Continuing Membership Applications (“CMAs”) in matter Nos. 20170555932 and 20170550499 and will not make any further changes to its current ownership structure or engage in a bulk transfer of its customer accounts, which are the subjects of the pending CMAs.
- Windsor will agree to any additional, reasonable conditions and/or restrictions to its business activities during this interim period, provided that such conditions/restrictions do not adversely impact Windsor’s proposed plans to smoothly wind down its business operations as described herein.

This settlement proposal is simultaneously being submitted to FINRA’s MAP group, Member Regulation Department, the Firm’s regulatory coordinator, the head of the District Office in which the Firm’s principal office resides, and FINRA’s Office of General Counsel, in the hope that FINRA can and will respond in a coordinated manner to resolve all outstanding matters involving the Firm in consideration of the Firm’s voluntary agreement to withdraw its FINRA membership and broker/dealer registration.

The Firm is prepared to respond to any questions or requests for additional information or clarification of anything addressed in this proposal. Due to the timing of the hearing in the above-referenced disciplinary matter, we ask that Enforcement review and respond to this

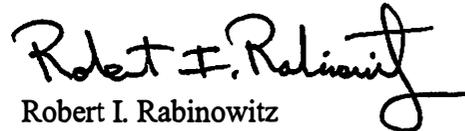
² Windsor and COR have recently entered into a written addendum to the Clearing Agreement, which authorizes COR to increase the clearing deposit from \$425,000 to \$475,000 in monthly increments of \$25,000 each from March 15, 2018 through May 15, 2018. A copy of the deposit account statement as of March 31, 2018 and a copy of the executed Clearing Agreement addendum, are attached as Exhibits 3 and 4, respectively.

Frank M. Weber, Esq.
April 18, 2018
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proposal at its earliest convenience.

Thank you for your anticipated cooperation.

Very truly yours,


Robert I. Rabinowitz

RIR:cmk

Attachments

Copies of the foregoing letter sent by electronic mail only to:

David Monachino, Esq.
Jackie Wells, Esq.
Lara Thyagarajan, Esq.
Jeffrey Pariser, Esq.
Christopher Kelly, Esq.
Ms. Patricia Dorilio, FINRA MAP Group
Ms. Isabelle Goossens, FINRA MAP Group
Meredith McVicar, Esq. Department of Member Regulation
Ann-Marie Mason, Esq. Department of Member Regulation
Ms. Lorraine Lee-Stepney, Statutory Disqualification Department
Mr. William St. Louis, District 10 Director
Ms. Kristin Ferrante, FINRA Regulatory Coordinator
Andrew J. Love, Esq, Office of General Counsel
Jennifer Piorko Mitchell, Esq. FINRA VP and Deputy Corp. Secretary
Alan Lawhead, Esq. Vice President and Director, Appellate Group
Elliot H. Lutzker, Esq.
Windsor Street Capital, L.P.

Exhibit 1

FORM BDW **UNIFORM REQUEST FOR WITHDRAWAL FROM BROKER-DEALER REGISTRATION** **OFFICIAL USE**

WARNING: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT MAY CONSTITUTE CRIMINAL VIOLATIONS.

1. **A. FULL NAME OF BROKER-DEALER (if sole proprietor, state last, first and middle name):**
WINDSOR STREET CAPITAL, L.P. **B. IRS Emp. Ident. No.:**

C. NAME UNDER WHICH BUSINESS IS CONDUCTED, IF DIFFERENT:
(formerly known as MEYERS SECURITIES, L.P.) **D. FIRM CRD NO.:**
34171

E. SEC FILE NO.: **46219** **F. FIRM MAIN ADDRESS: NUMBER AND STREET** **CITY** **STATE/COUNTRY** **ZIP+4/POSTAL CODE**
45 Broadway, 2nd Floor **New York, New York** **10006**

G. MAILING ADDRESS, IF DIFFERENT: **NUMBER AND STREET** **CITY** **H. AREA CODE / TELEPHONE NO.:**
Same as above **212-742-4200**

2. Check One: Full Withdrawal (skip item 3) Partial Withdrawal (Check box(es) where withdrawing in item 3.)

3. **SEC** **SECURITIES AND EXCHANGE COMMISSION (check only if intending to conduct an intrastate business)**

SRO AMEX BSE CBOE CHX NSX NASD NOX NYSE PH-LX ARCA ISE OTHER (specify)

JURISDICTION

<input type="checkbox"/> Alabama	<input type="checkbox"/> Hawaii	<input type="checkbox"/> Michigan	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Texas
<input type="checkbox"/> Alaska	<input type="checkbox"/> Idaho	<input type="checkbox"/> Minnesota	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Utah
<input type="checkbox"/> Arizona	<input type="checkbox"/> Illinois	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Ohio	<input type="checkbox"/> Vermont
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Indiana	<input type="checkbox"/> Missouri	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Virgin Islands
<input type="checkbox"/> California	<input type="checkbox"/> Iowa	<input type="checkbox"/> Montana	<input type="checkbox"/> Oregon	<input type="checkbox"/> Virginia
<input type="checkbox"/> Colorado	<input type="checkbox"/> Kansas	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> Washington
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Nevada	<input type="checkbox"/> Puerto Rico	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Delaware	<input type="checkbox"/> Louisiana	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Rhode Island	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Maine	<input type="checkbox"/> New Jersey	<input type="checkbox"/> South Carolina	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Florida	<input type="checkbox"/> Maryland	<input type="checkbox"/> New Mexico	<input type="checkbox"/> South Dakota	
<input type="checkbox"/> Georgia	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New York	<input type="checkbox"/> Tennessee	

4. Date firm ceased business or withdrew registration request (for partial withdrawals, give the date ceased business in the jurisdictions checked in item 3): **MM DD YYYY**
/ / 2018

5. Does the broker-dealer owe any money or securities to any customer or broker-dealer? **YES** **NO**

If partial withdrawal, indicate jurisdiction(s) from which you are withdrawing , , where you owe funds or securities to customers in such jurisdiction(s):

If full withdrawal, complete A-D below.

A. Number of customers owed funds or securities: **5**

B. Amount of money owed to: customers **\$ 163,925** broker-dealers **\$ 0**

C. Market value of securities owed to: customers **\$ 0** broker-dealers **\$ 0**

D. Describe arrangements made for payments

If this is a full withdrawal and item 5 is answered "yes," file with the CRD a FOCUS Report Part II (or Part IIA for non-carrying or non-clearing firms) "Statement of Financial Condition" and "Computation of Net Capital" sections. For firms that do not file FOCUS Reports, file a statement of financial condition giving the type and amount of the firm's assets and liabilities and net worth. The FOCUS Report and the statement of financial condition must reflect the finances of the firm no earlier than 10 days before this Form BDW is filed.

6. Is the broker-dealer now the subject of or named in any investment-related:

- Investigation YES NO
- consumer-initiated complaint
- private civil litigations

NOTE: Update any incomplete or inaccurate information contained in item 11 of Form BD.

7. **NAME AND ADDRESS OF THE PERSON WHO WILL HAVE CUSTODY OF BOOKS AND RECORDS:**
John W. Stalanski **AREA CODE / TELEPHONE NO.:**
212-742-4200

ADDRESS WHERE BOOKS AND RECORDS WILL BE LOCATED, IF DIFFERENT: **NUMBER AND STREET** **CITY** **STATE/COUNTRY** **ZIP+4/POSTAL CODE**
45 Broadway, 2nd Floor **New York, New York** **10006**

8. **EXECUTION:** The undersigned certifies that he/she has executed this form on behalf of, and with the authority of, the broker-dealer, and that all information herein, including any attachments hereto, is accurate, complete, and current. The undersigned and broker-dealer further certify that all information previously submitted on Form BD is accurate and complete as of this date, and that the broker-dealer's books and records will be preserved and available for inspection as required by law.

04/18/2018 **John W. Stalanski**
Date (MM/DD/YYYY) Name

By: John W. Stalanski
Signature

Subscribed and sworn before me this **17th** day of **April** **CHRISTINE MOCCARSWELL** **Christie M. Carwell**
Notary Public, State of **New York** Notary Public

My Commission expires **12/31/21** County of **New York** No. **01CA4651032** State of **New York**

Exhibit 2



45 Broadway | 2nd Floor | New York, NY 10006
Main: 212.742.4200 | Fax: 212.742.4260
www.windsorstreetcapital.com



April 18, 2018

Via E-Mail and Hand Delivery

Robert I. Rabinowitz, Esq.
Becker & Poliakoff, LLP
45 Broadway, 17th Floor
New York, NY 10006

**Re: Windsor Street Capital, L.P. (f/k/a Meyers Associates, L.P.)
Letter of Instruction for Filing of Form BDW by June 29, 2018**

Dear Mr. Rabinowitz:

As you are aware, Windsor Street Capital, L.P. ("Windsor" or the "Firm") has determined to cease its broker/dealer business and file a Form BDW (the "BDW") for full withdrawal of its SEC broker/dealer registration and FINRA membership. The BDW has been completed and executed by an authorized principal of the Firm which has been notarized and is enclosed with this letter and attached as Exhibit 1.

We are in the process of initiating a winddown of Windsor's business, including the orderly termination of our registered representatives and the transfer of our customer accounts. We intend to file the BDW on a date between now and June 29, 2018 which is consistent with and appropriate for our intended orderly wind down process.

This letter shall serve as authorization to Becker & Poliakoff, LLP that in the event that you are not advised by the Firm that the BDW has been filed with FINRA's Central Registration Depository ("CRD") on a date prior to June 29, 2018, Becker is hereby instructed to file the attached BDW with the CRD no later than the close of business (5:00 p.m. Eastern Standard Time) on Friday, June 29, 2018. The Firm will provide Becker with Web CRD credentials for the sole purpose of accessing Windsor's CRD records to make this filing. In the event that for any reason electronic access to CRD is not available, Becker is instructed and authorized to send the manually signed and notarized Form BDW to FINRA's CRD in Rockville, Maryland for filing via Fed Ex delivery service on Friday, June 29, 2018 to be received and filed on Monday, July 2, 2018. It is Windsor's intention that this letter of instruction be final and irrevocable.

If you should have any questions, please do not hesitate to contact any of the undersigned.

Very truly yours,

Imtiaz (Raana) Khan
Executive Vice President and Indirect Minority
Owner

{N0181127 }

Member FINRA-SIPC

W

Robert I. Rabinowitz, Esq.
Becker & Poliakoff, LLP
April 18, 2018
Page 2



John W. Stalanski, Chief Compliance Officer



Elliot H. Lutzker, Sole Trustee, White Oak
Irrevocable Trust, Indirect Majority owner

RIR:cmk

Enclosure: Exhibit 1-Completed, manually signed and notarized Form BDW

cc: Victor J. DiGioia, Esq.
FINRA representatives

Exhibit 1

FORM BDW **UNIFORM REQUEST FOR WITHDRAWAL FROM BROKER-DEALER REGISTRATION** **OFFICIAL USE**

WARNING: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT MAY CONSTITUTE CRIMINAL VIOLATIONS.

1. A. FULL NAME OF BROKER-DEALER (if sole proprietor, state last, first and middle name): **WINDSOR STREET CAPITAL, L.P.** B. IRS Emp. Ident. No.:

C. NAME UNDER WHICH BUSINESS IS CONDUCTED, IF DIFFERENT: (formerly known as MEYERS SECURITIES, L.P.) D. FIRM CRD NO.: **34171**

E. SEC FILE NO.: **46219** F. FIRM MAIN ADDRESS: NUMBER AND STREET CITY STATE/COUNTRY ZIP+4/POSTAL CODE
45 Broadway, 2nd Floor New York, New York 10006

G. MAILING ADDRESS, IF DIFFERENT: NUMBER AND STREET CITY H. AREA CODE / TELEPHONE NO.:
Same as above 212-742-4200

2. Check One: Full Withdrawal (skip item 3) Partial Withdrawal (Check box(es) where withdrawing in Item 3.)

3. SEC SECURITIES AND EXCHANGE COMMISSION (check only if intending to conduct an intrastate business)

SRO AMEX BSE CBOE CHX NSX NASD NOX NYSE PHLX ARCA ISE OTHER (specify)

JURISDICTION	<input type="checkbox"/> Alabama	<input type="checkbox"/> Hawaii	<input type="checkbox"/> Michigan	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Texas
	<input type="checkbox"/> Alaska	<input type="checkbox"/> Idaho	<input type="checkbox"/> Minnesota	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Utah
	<input type="checkbox"/> Arizona	<input type="checkbox"/> Illinois	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Ohio	<input type="checkbox"/> Vermont
	<input type="checkbox"/> Arkansas	<input type="checkbox"/> Indiana	<input type="checkbox"/> Missouri	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Virgin Islands
	<input type="checkbox"/> California	<input type="checkbox"/> Iowa	<input type="checkbox"/> Montana	<input type="checkbox"/> Oregon	<input type="checkbox"/> Virginia
	<input type="checkbox"/> Colorado	<input type="checkbox"/> Kansas	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> Washington
	<input type="checkbox"/> Connecticut	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Nevada	<input type="checkbox"/> Puerto Rico	<input type="checkbox"/> West Virginia
	<input type="checkbox"/> Delaware	<input type="checkbox"/> Louisiana	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Rhode Island	<input type="checkbox"/> Wisconsin
	<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Maine	<input type="checkbox"/> New Jersey	<input type="checkbox"/> South Carolina	<input type="checkbox"/> Wyoming
	<input type="checkbox"/> Florida	<input type="checkbox"/> Maryland	<input type="checkbox"/> New Mexico	<input type="checkbox"/> South Dakota	
	<input type="checkbox"/> Georgia	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New York	<input type="checkbox"/> Tennessee	

4. Date firm ceased business or withdrew registration request (for partial withdrawals, give the date ceased business in the jurisdictions checked in item 3): MM DD YYYY / 2018

5. Does the broker-dealer owe any money or securities to any customer or broker-dealer? YES NO

If partial withdrawal, indicate jurisdiction(s) from which you are withdrawing where you owe funds or securities to customers in such jurisdiction(s):

If full withdrawal, complete A-D below.

A. Number of customers owed funds or securities: **5**

B. Amount of money owed to: customers \$ **163,925** broker-dealers \$ **0**

C. Market value of securities owed to: customers \$ **0** broker-dealers \$ **0**

D. Describe arrangements made for payment:

If this is a full withdrawal and Item 5 is answered "yes," file with the CRD a FOCUS Report Part II (or Part IIA for non-carrying or non-clearing firms) "Statement of Financial Condition" and "Computation of Net Capital" sections. For firms that do not file FOCUS Reports, file a statement of financial condition giving the type and amount of the firm's assets and liabilities and net worth. The FOCUS Report and the statement of financial condition must reflect the finances of the firm no earlier than 10 days before this Form BDW is filed.

6. Is the broker-dealer now the subject of or named in any investment-related: investigation consumer-initiated complaint private civil litigation

NOTE: Update any incomplete or inaccurate information contained in item 11 of Form BD.

7. NAME AND ADDRESS OF THE PERSON WHO WILL HAVE CUSTODY OF BOOKS AND RECORDS: **John W. Stalanski** AREA CODE / TELEPHONE NO.: **212-742-4200**

ADDRESS WHERE BOOKS AND RECORDS WILL BE LOCATED, IF DIFFERENT: NUMBER AND STREET CITY STATE/COUNTRY ZIP+4/POSTAL CODE
45 Broadway, 2nd Floor New York, New York 10006

8. EXECUTION: The undersigned certifies that he/she has executed this form on behalf of, and with the authority of, the broker-dealer, and that all information herein, including any attachments hereto, is accurate, complete, and current. The undersigned and broker-dealer further certify that all information previously submitted on Form BD is accurate and complete as of this date, and that the broker-dealer's books and records will be preserved and available for inspection as required by law.

Date (MM/DD/YYYY) **04/18/2018** Name **John W. Stalanski**

By:  **John W. Stalanski**
 Signature Print Name and Title

Subscribed and sworn before me this **17th** day of **April** **CHRISTINE MOGERSWELL**
 Notary Public, State of **New York** Notary Public

My Commission expires **12/31/21** County of **New York** No. **01CA4651032** State of **New York**

Exhibit 3

W WINDSOR
 STREET CAPITAL, L.P.
 45 Broadway | 2nd Floor | New York, NY 10006
 Main: 212.742.4200 | Fax: 212.742.4250
 www.windsorstreetcapital.com

WINDSOR STREET CAPITAL
 DEPOSIT ACCOUNT
 45 BROADWAY 2ND FLOOR
 NEW YORK NY 10006-3007

FROM YOUR INVESTMENT ADVISOR

HOUSE ACCOUNT
 (800) 606-6400
 Rep ID: MA99

OFFICE SERVICING YOUR ACCOUNT
 WINDSOR STREET CAPITAL LP
 45 BROADWAY 2ND FLOOR
 NEW YORK, NY 10006

PREMIER ACCOUNT STATEMENT

Period Ending -
 March 31, 2018
 Account Number

ASSET VALUE

Net Cash Equivalents	\$125,000.00
Net Portfolio Assets held at COR	\$0.00
Net Portfolio Assets not held at COR	\$0.00
Total Net Portfolio Value as of March 31, 2018	\$125,000.00
Total Net Portfolio Value end of February 2018	\$400,000.00

PRIMARY INVESTMENT OBJECTIVE

Your Primary Investment Objective is Individually Designed

If you have any questions concerning your investment objective, or cost basis accounting method please contact your Introducing Broker

ASSET ALLOCATION



Net Cash Equivalents 100%

ASSET SUMMARY

	Value as of March 31, 2018				Gains / (-) Losses		
	Held at COR	Not at COR	Total	% of Assets	Unrealized	Realized	
						This Period	Year-to-Date
Cash	425,000.00		425,000.00	100.000%			
Money Market							
Margin Balance							
Net Cash Equivalents	\$425,000.00	\$0.00	\$425,000.00	100.000%			
Equities							
Preferreds							
Tax-Exempt Bonds							
Taxable Bonds and CDs							
Mutual Funds							
Unit Investment Trusts							
Annuitiies							
Other Investments							
Net Portfolio Assets	\$0.00	\$0.00	\$0.00	0.000%	\$0.00	\$0.00	\$0.00
Net Portfolio Value	\$425,000.00	\$0.00	\$425,000.00	100.000%	\$0.00	\$0.00	\$0.00

TAX INCOME & DISTRIBUTION SUMMARY

	Year-to-Date		This Period
Dividends	Tax-Exempt		
	Taxable		
Interest	Tax-Exempt		
	Taxable		
Capital Gain Distributions			
Return of Principal			
Other			
Total Income & Distributions	\$0.00	\$0.00	\$0.00

Please note "N of assets" figures are shown gross of any amounts owed to COR and/or out about positions.

TAX INFORMATION SUMMARY

	Year-to-Date	This Period
Accrued Interest Paid	Tax-Exempt	
	Taxable	
Accrued Interest Received	Tax-Exempt	
	Taxable	
Gross Proceeds		
Withholding		
Foreign Taxes Paid		
Margin/Debit Interest		

ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. It reflects market values as of the close of business, March 31, 2018.

NET CASH EQUIVALENTS

	Current value	Anticipated annualized income	Current yield %
CASH	425,000.00		
Total Net Cash Equivalents	\$425,000.00	\$0.00	0.000%

o Paragraph (j)(X)(i)(D)(2) of Rule 15c3-3 requires a broker-dealer to provide notice to a customer, as part of the customer's quarterly statement of account, that the balances in the bank deposit account or shares of the money market mutual fund in which you have a beneficial interest can be liquidated at your request and the proceeds returned to your securities account or reinvested to you.

Total Net Portfolio Value	\$425,000.00	\$0.00	\$0.00	\$0.00	0.000%
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ACTIVITY SUMMARY

Type of Activity	Activity	This Period
	Opening Balance - Net Cash Equivalents	\$400,000.00
Buy and Sell Transactions	Assets Bought	
	Assets Sold/Redeemed	
Deposits	Deposits Made to Your Account	
Withdrawals	Withdrawals From Your Account	
Income and Distributions	Income and Distributions	
Money Market Activity	Money Market Activity	
Margin Interest	Margin Interest Charged	25,000.00
Other	Other Transactions	
	Closing Balance - Net Cash Equivalents	\$425,000.00

CASH EQUIVALENTS

	Cash	Money Market	Margin
Opening Balance - Net Cash Equivalents	\$400,000.00	\$0.00	\$0.00
Closing Balance - Net Cash Equivalents	\$425,000.00	\$0.00	\$0.00

ACTIVITY DETAILS

	This Period				
OPENING BALANCE - Net Cash Equivalents	\$400,000.00				
Other Activity					
Date	Activity	Quantity	Price	Description	Total
02/09/18	JOURNAL			0209 TRANS TO DEPOSIT	100,000.00
03/15/18	JOURNAL			0315 TRANS PER AGREEMENT	-75,000.00
Total Other Activity Details					\$25,000.00

CASH EQUIVALENTS

	Cash	Money Market	Margin
Opening Balance - Net Cash Equivalents	\$400,000.00	\$0.00	\$0.00
Closing Balance - Net Cash Equivalents	\$425,000.00	\$0.00	\$0.00

WINDSOR STREET CAPITAL
DEPOSIT ACCOUNT
45 BROADWAY 2ND FLOOR

Period Ending -
March 31, 2018
Account Number:

Page 4 of 4

ACTIVITY DETAILS (Continued)

CASH EQUIVALENTS

	<u>This Period</u>	<u>Cash</u>	<u>Money Market</u>	<u>Mutual</u>
<u>CLOSING BALANCE - Net Cash Equivalents</u>	<u>\$425,000.00</u>	<u>\$425,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Thank you for allowing your Investment Firm to serve you. If you have any questions regarding your account or this statement, please contact your Investment Firm.
All credit instructions appear on page one of your statement. Terms and conditions are provided with your account statement on a periodic basis or may be obtained upon request.



Anticipated Annualized Income and Yield

Anticipated Annualized Income is based upon the most recent dividend or interest payment. Current Yield is calculated by dividing the anticipated annualized income by the current value of the underlying security. This represents an estimate of current yield and does not project future results.

Asset Allocation

A graphic representation of the approximate allocations of your assets among the various investment categories. Negative values may be reflected as zero.

Assets Not Held At COR

Certain assets purchased through COR Clearing LLC ("COR") or your brokerage firm may be held at a custodial institution other than COR (see "SEC Protection" in the separate Terms & Conditions booklet). Information about those assets, when available, will be included on your statement identifiable by a # sign. The custodial institution is responsible, however, for providing you and tax reporting information (such as IRS Form 1099 or K-1) and separate statements, which may vary from the information included on your COR statement because of different reporting methods. Your COR statement may also reflect other assets not held at COR, the value and nature of which are generally provided by you. COR does not guarantee the accuracy of any outside custody information. Please contact your brokerage firm should you desire differences.

Changes of Address

Please notify COR or your brokerage firm promptly in writing of any change of address or contact information. Your failure to notify us and our inability to send you important notifications could result in trading under other restrictions on your account.

Check, Draft and Debit Card Transactions

USD Bank, a.k.a. ("USD") is the processor for Check, Writing and VISA Debit Card transactions. In case of any or questions about your VISA Debit Card or Electronic transfer, please telephone USD at 1-800-497-7174 or write USD at USD Bank, a.k.a. 1010 Grand Boulevard Kansas City, MO 64105.

Cost Basis Information

Cost basis information, when available, is derived from transactions in the account or other sources. Cost basis information is retained on COR's systems and COR will report cost basis information to the Internal Revenue Service, as defined in the Particular Assets section of your account statement. COR uses the First In First Out (FIFO) method of accounting unless otherwise instructed. COR does not guarantee the accuracy of cost basis information on "non-covered securities." You or your tax adviser should not use such information for tax reporting purposes without careful review. "N/A" in the Cost Column indicates the cost information could not be obtained.

Credit/Debit Interest

COR charges interest on debit balances in each account, as allowed by our customer agreement. The interest rate is equal to our margin rate and is charged only if payment is not received by the extension date (extension date plus two business days). Interest charges show on your statement in the section titled Other Activity. Free credit balances created by check deposits are subject to a one-day hold prior to earning interest. The rate is subject to change without prior notice based on changes in the London call rate. If COR's rate changes for any other reason, you will be notified in writing at least 30 calendar days prior to such change.

Currency of Securities

Only securities held by COR for you, but which are not registered in your name, may be reconstituted with identical securities being held by other clients by COR, the Depository Trust and Clearing Company or similar depositories. Securities held for accounts of customers with nonsettling

Account Terms & Conditions

obligation, or deposited to secure the same, may from time to time and without notice to such customer, be reconstituted with securities of other customers and used by COR to pledge or re-pledge, hypothecate or re-hypothecate, loan, or deliver on contracts for other customers without COR having in its possession and control the delivery or the receipt of such securities.

Discrepancies and Inquiries

The statement of account will be deemed conclusive unless you advise your brokerage firm and COR Clearing of any discrepancies within 30 days after it has been mailed or made available to you. Any oral communication should be confirmed in writing. Please provide your account number and address on all correspondence. Telephone inquiries to COR may be made at 1-800-334-4100.

Dividend Reinvestment

The dollar amount of cash and distributions, money market fund income or dividends on other securities shown on your statement may have been reinvested into additional shares. You will not receive confirmations for these reinvestment transactions. However, information pertaining to these transactions, which otherwise would appear on confirmations, will be furnished to you upon written request. In dividend reinvestment transactions, COR may act as your agent and receive payment for your flow. The source and nature of such payment will be furnished to you upon written request.

Execution Information Disclosure

SEC Rule 605 generally requires certain firms that trade national market system securities to prepare and make available to the public monthly disclosure reports that include various statistical summaries of execution quality for covered orders. Rule 605 generally requires broker-dealers that route customer orders to covered securities to make publicly available quarterly reports that disclose various to which they route non-directed orders. COR provides these reports via a Risk Item. For more information, please visit www.sec.gov. Rule 605 also requires broker-dealers to disclose the nature of any relationship they have with those venues, including payment for order flow arrangements. COR will provide, upon receipt of written request from the customer, the venue to which his or her individual order was routed.

Free Credit Balances

Any free credit balances represent funds payable on demand, which although properly accounted for on our books of record, are not recognized and may be used in accordance with SEC Rule 15c-3.

COR Insured Deposits

The COR Insured Deposit Program ("The Program") provides a cash sweep capability for you and other customers. The Federal Deposit Insurance Corporation ("FDIC") insures deposits in The Program for each program bank in which funds are deposited (the "Program Bank") by opening a COR Insured Deposit account. Your money will automatically be invested into an insured banking account insured by the FDIC providing to The Program's maximum deposit insurance limit. COR Insured Deposits are not covered by SIPC. Each Program Bank is a separate FDIC insured depository. The Program Bank(s) in which funds are held will be listed with any balances on your account statement. You may opt out of a particular Program Bank if you choose by contacting your brokerage firm. For a listing of the Program Bank(s) within The Program, visit www.corclearing.com or contact your program bank. Publicly available information about the Program Bank(s) may be obtained by calling COR at 1-800-334-4100. COR reserves a fee from participating Program Bank(s). If you suspect unauthorized activity or have a complaint about The Program, please contact COR at 1-800-334-4100.

Margin Interest

Margin Interest is calculated from the second to last business day of the prior month through the third to last business day of the current month. Interest is calculated on a 360-day basis using daily settled balances. The rates for margin loans are based on a fixed percentage above the base rate depending on the size of the loan and the

COR Clearing LLC
1320 Leadership Center, Suite 800
Omaha, NE 68102

rate charged by your broker. Rates are subject to change without notice based on changes in the base rate. Information regarding the base rate is available from your brokerage firm upon written request.

On-Line Account Access

COR offers its clients the ability to view their account information on a secured portion of its Internet site. You may register for this service by contacting your brokerage firm.

Open Orders to Be Reinstated

Outstanding open orders at the end of the statement period are shown in this section of your account statement. The source of some orders may be adjusted due to Corporate Actions (split, merger, acquisition, spin off). If you wish to cancel or change an open order, you must notify your brokerage firm.

Option Assignments

Option transactions are subject to the following: 1) Commissions and other charges related to the execution of option transactions will be included in confirmations of such transactions separately furnished to you. Commissions and fee allocations will be made available promptly upon request. 2) You should advise us promptly of any material changes in your investment objectives or financial situation. 3) Assignment notices for option contracts are fictional payments to an investment procedure that randomly selects contracts from among all customer short option positions subject to assignment, including positions established on the day of assignment.

Prices of Securities

The prices for securities on your statement are an approximation of values obtained from independent third party sources and are provided as a general guideline. Prices for equities and options are based on closing prices and/or mean bid and ask prices on the last day of the statement period. Prices for corporate and municipal securities and other fixed income securities are based on any current last sale information or, for less actively traded issues, the prices may be based on computer models that utilize various factors to arrive at an indicated price. Limited participation are priced quarterly or monthly. COR does not guarantee the accuracy of such prices. These prices should not be considered as minimum firm bids or offers and are subject to fluctuation in the market. DTF or NET securities are generally listed and the value of those securities will be different than the purchase price. In those instances where prices are not available, "N/A" will appear in the price column, and a value for the security will not be included in part of the overall account value. This is due to the lack of accurate valuation information regarding these securities. There is no guarantee that you could realize the prices shown on the statement in an actual transaction. Please contact your brokerage firm to obtain a current quotation for your securities.

The Information

Although your statement may describe certain items as fiduciary in nature, this is for information purposes only. With respect to your taxes, fiduciary exclusively on the calendar Form 1099 you will receive from us after you call for your taxable accounts. (For retirement accounts, Form 1099-R will report distributions from the account rather than income and dividends as proceeds from sales.) If your Social Security/Employee ID number is not shown on your 1099 Form or is not correct, please furnish your brokerage firm with your correct number promptly. You are required to supply your Social Security/Employee ID number to effect transactions in your account.

Additional Terms and Conditions

Any of the terms, conditions or obligations of the parties stated in these Account Terms and Conditions shall be in addition to any and all existing terms, conditions, and obligations stated in the Customer Agreement, account applications, or other agreements you may have with COR, all of which remain in full force and effect.



Statement of Financial Condition

COR Clearing LLC is subject to the Uniform Net Capital Rule (15c3-1) of the Securities and Exchange Commission and is required to maintain a minimum amount of net capital. We compute our net capital under the alternate method, as defined in the Rule. As of January 31, 2018, COR Clearing LLC had net capital and a net capital requirement of \$19,983,581 and \$4,116,204 respectively.

You may obtain a copy of our audited Statement of Financial Condition at no cost by accessing our website at

<http://www.corclearing.com/content/statement-of-financial-condition>, or by calling our toll-free number, 800-811-3487.

For your convenience, a link to the Statement of Financial Condition can also be found on our website, www.corclearing.com.

COR Clearing LLC
1200 Landmark Center
Suite 800
Omaha, NE 68102
(P) 402-384-6100
(F) 402-384-6184

COR Clearing LLC (COR) • 1200 Landmark Center • Suite 800 • Omaha, NE 68102 • 800-811-3487 • www.corclearing.com
Member FINRA & SIPC

Exhibit 4



March 14, 2018

Via Email

Raana Khan, Executive Vice President
Windsor Street Capital LP
45 Broadway, 2nd Floor
New York, New York 10006
RKhan@windsorstreetcapital.com

RE: Agreement Concerning the Fully Disclosed Clearing Agreement between Meyers Associates, L.P. (now known as Windsor Street Capital, LP or "Windsor") and COR Clearing LLC ("COR Clearing" or "COR") dated November 12, 2013 (the "FDCA")

Dear Raana:

On March 6, 2018, COR Clearing provided a notice of increase in Windsor's clearing deposit under the FDCA from \$400,000 to \$500,000, the reasons for which are detailed in COR's letter sent to Windsor on the same date. In order to meet this deposit requirement and consistent with the terms of the FDCA, COR transferred \$100,000 from Windsor's payment account to its clearing deposit account. As described in the March 6, 2018 letter, COR Clearing also assessed a \$8,000 fee in connection with Windsor's failure to notify COR about 8 legal and regulatory proceedings pursuant to Windsor's obligations under Section 5.2 of the FDCA.

Windsor has since requested that the clearing deposit requirement be reduced and funded in stages, that certain sums from the deposit account be advanced to Windsor, and that COR agree to forgo the \$8,000 fee, all to minimize disruption to Windsor's operations. COR Clearing has no obligation to meet these requests, but is agreeable to assist Windsor under the terms set forth below:

1.e **Increase in Deposit.** COR Clearing agrees to forgo the required increase to \$500,000 in consideration for Windsor agreeing to increase its clearing deposit with COR Clearing by \$75,000 to \$475,000 and under the terms set forth in this Paragraph 1. In consideration of the agreements contained in Paragraphs 1 and 2, Windsor hereby agrees COR Clearing will retain \$425,000 in the clearing deposit account and further directs COR Clearing to fund the increase to \$475,000 in the following amounts on the following dates by transferring assets in such amounts from any accounts of Windsor held at COR Clearing:

a.e \$25,000 on April 10, 2018; and

b.e \$25,000 on May 10, 2018.e

Windsor further agrees that the \$475,000 required clearing deposit amount will be subject to the terms and obligations set forth in the FDCA, including COR Clearing rights to further increase the clearing deposit requirement as permitted thereunder.

2.e **Advance of Funds; Remittance of \$8,000 in Section 5.2 Fees.** Promptly after the execution of this Agreement by Windsor, COR Clearing will advance \$75,000 to Windsor from Windsor's clearing deposit account. Without waiver of any rights to assess such fees in the future, COR Clearing also agrees to remit the \$8,000 fee assessed on March 9, 2018 in connection with Windsor's failure to notify COR about 8 legal and regulatory proceedings pursuant to Windsor's obligations under Section 5.2 of the FDCA.

3.e **Affirmation of Obligations by Windsor.** By executing this Agreement and in consideration of COR's agreements contained in this Agreement, Windsor affirms all continuing obligations to COR Clearing including but not limited to all obligations under the FDCA, which remains in full force and effect. Windsor also disclaims knowledge of any facts or circumstances that would allow it to avoid those obligations. Windsor further withdraws and repudiates any claims or accusations previously made against COR Clearing, including any claims that COR Clearing is improperly withholding funds due to Windsor or has improperly charged for services.

4.e **Release of COR Clearing by Windsor.** In consideration of COR Clearing advancing and remitting funds to Windsor and allowing for a staged increase in the funding of a revised clearing deposit requirement, and other good and valuable consideration referenced in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Windsor and each of its directors, officers, employees, agents, representatives, affiliates, predecessors, successors and assigns (collectively, the "Windsor Releasers"), do hereby release and forever discharge COR Clearing and each of its directors, officers, employees, agents, representatives, affiliates, predecessors, successors and assigns (collectively, "COR Clearing Releasees") of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, punitive, exemplary or treble damages, judgments, extents, executions, claims, liabilities and demands whatsoever, at law, in equity or otherwise, which against the COR Clearing Releasees the Windsor Releasers ever had in connection with or arising from (i) COR's increase of Windsor's clearing deposit and the \$8,000 in fees assessed by COR as described in this Agreement and (ii) any communications (written or oral) ever received by any of the COR Clearing Releasees from any of the Windsor Releasers through the date of this Agreement making or relating to any claims, complaints or allegations that any of the COR Clearing Releasees has breached or deviated from its obligations to the Windsor Releasers including without limitation any obligations under the FDCA. The Windsor Releasers promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, arbitration or otherwise, to solicit others to institute any such actions or proceedings, or consent to be a complainant in any action or proceeding, against any of the COR Clearing Releasees, because of or arising from any of the events described in this Paragraph 4.

5. **Entire Agreement.** This Agreement supersedes all prior and/or contemporaneous negotiations, understandings, discussions and agreements (written or oral) between COR Clearing and Windsor with respect to the subject matter hereof (all of which are merged herein and therein), and in conjunction with the FDCA, contains the entire agreement by COR Clearing and Windsor with respect to the subject matter hereof.

March 14, 2018

Page 3 of 3

6. **Representations and Warranties.** Each party to this Agreement is executing this Agreement and its terms voluntarily and of the party's free will without coercion or duress, and this Agreement constitutes a legal, valid and binding agreement, enforceable against each party in accordance with its terms.

This Agreement is further made without waiver of any obligations of Windsor to COR Clearing. COR Clearing reserves all rights under the FDCA.

By executing below, Windsor confirms its agreement to these terms.

Sincerely,



Ethan McComb
Corporate Counsel
COR Clearing LLC
(402) 836-0850
Ethan.McComb@corclearing.com

ACCEPTED AND AGREED TO:

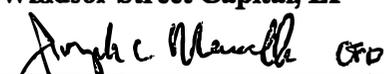
<p>Windsor Street Capital, LP</p> <p> CFO</p> <p>By: JOSEPH C MARINELLI</p> <p>Its:</p> <p>Date: 3/15/18</p>

Exhibit 5

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this "Agreement") dated as of this ___ day of February 2018, by and between Windsor Street Capital, L.P., with an address at 45 Broadway, New York, New York 10006 ("Windsor"), and Davidoff Hutcher & Citron LLP (the "Escrow Agent"), a New York limited liability partnership, having an office at 605 Third Avenue, New York, New York 10158.

WITNESSETH:

WHEREAS, pursuant to an Arbitration Plan set up by Windsor with FINRA, Windsor has agreed to establish an attorney escrow account (the "Escrow Account") which will provide that \$400,000 deposited into said account will be used exclusively for the payment of customer claims and defense counsel's fees in settling and defending claims against Windsor.

WHEREAS, COR Clearing, LLC ("COR") (Windsor's clearing broker) has agreed to deliver \$400,000 (the "Escrow Funds") to the Escrow Account, set forth hereinafter:

Davidoff Hutcher & Citron LLP
IOLA Attorney Trust Account

Bank Name:	Capital One Bank
Bank Address:	710 Route 46 East Fairfield, NJ 07004
Bank ABA/Routing No.:	021407912
Bank Account Number:	[REDACTED]
SWIFT Code:	HIBKUS 44

WHEREAS, the Escrow Agent has agreed to accept the Escrow Funds pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

(a) Windsor has agreed to instruct COR to deliver the Escrow Funds to the Escrow Account. The Escrow Funds, held in an interest-bearing segregated attorney Escrow Account, shall be used exclusively for the payment of customer claims and defense counsel's fees in settling and defending claims against Windsor.

(b) The Escrow Agent shall have no duty or responsibility to verify any claims made against Windsor or the payments made by Windsor under the Escrow Account.

2. Term. The term (the "Term") of this Agreement is () years (the "Termination Date"). However, Windsor may terminate this Agreement upon written notice and by delivery of the Escrow Funds solely in accordance with the terms and conditions of Section 6 below.

3. Release of Escrow Funds. The Escrow Funds shall be paid by the Escrow Agent in accordance with the following:

(a) In the event that, at any time prior to the Termination Date, the Escrow Agent shall receive written instructions from Windsor in the form of Exhibit A attached hereto and made a part hereof, the Escrow Agent shall pay the Escrow Funds in accordance with such written instructions. The payment or payments by the Escrow Agent shall be made by check or wire transfer one (1) business day after receipt of such written instructions.

(b) In the event that Windsor advises the Escrow Agent in writing that the Escrow has been terminated in accordance with the provisions of Section 6 below (the "Termination Notice"), the Escrow Agent shall promptly return the remaining funds without interest, in accordance with the terms of the Termination Notice.

(c) If the Termination Date, or any date that is a deadline under this Agreement for giving the Escrow Agent notice or instructions or for the Escrow Agent to take action, is not a "Banking Day", then such date shall be the Banking Day immediately preceding that date. A Banking Day is any day other than a Saturday, Sunday or a day that a New York State chartered bank is not legally obligated to be opened.

(d) The written instructions described in subsection (a) above shall provide for the payment of the fees and expenses set forth by Windsor, as well as the Escrow Agent's fees of \$1,000 per month.

4. Acceptance by Escrow Agent. The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:

(a) The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that any person who has been designated by Windsor to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions. The names and true signatures of the individuals authorized to act singly on behalf of Windsor are stated in Schedule I, which is attached hereto and made a part hereof. Windsor may remove or add one or more of their authorized signers stated on Schedule I by notifying the Escrow Agent of such change in accordance with this Agreement, which notice shall include the true signature for any new authorized signatory.

(b) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.

(c) Windsor agrees to indemnify and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses (including, but not limited to, reasonable attorney's fees) claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to this Escrow Agreement unless caused by the Escrow Agent's gross negligence or willful misconduct.

(d) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.

(e) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be, to the extent not prohibited by applicable law: (i) to accept checks or other instruments for the payment of money, and wire transfers, delivered to the Escrow Agent for the Escrow Account and deposit said checks, instruments and wire transfers into the interest bearing Escrow Account, and (ii) to disburse or refrain from disbursing the Escrow Funds as stated above in this Agreement, provided that the funds received by the Escrow Agent have been collected and are available for withdrawal.

5. Resignation and Termination of the Escrow Agent

(a) Elliot H. Lutzker, a partner in the Escrow Agent's law firm, is also the Trustee for the White Oak Trust of 2017, which currently owns fifty (50%) percent of Windsor's equity indirectly through Windsor's patent company. Neither Mr. Lutzker nor his law firm is representing Windsor in any litigation. However, in the event that a conflict of interest or a perceived conflict of interest arises, the Escrow Agent will tender its resignation as Escrow Agent in accordance with Subsection (b) below.

(b) The Escrow Agent may resign at any time by giving 30 days' prior written notice of such resignation to Windsor. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold as depository the Escrow Funds until the end of such 30-day period. In such event, the Escrow Agent shall not take any action, other than receiving wire transfer instructions in accordance with this Agreement, until Windsor has designated a banking corporation, trust company, attorney or other person as successor. Upon receipt of such written designation signed by Windsor, the Escrow Agent shall promptly deliver the Escrow Funds to such successor and shall thereafter have no further obligations hereunder. If such instructions are not received within 30 days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor. In either case provided for in this paragraph, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. Termination. Windsor may terminate the appointment of the Escrow Agent hereunder solely upon the written approval of FINRA. If the Escrow Agent resigns pursuant to Section 5 above, it shall be upon written notice specifying the date upon which such termination shall take effect, which date shall be at least 30 days from the date of such notice. In the event of such termination, Windsor shall, within 30 days of such notice, appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by Windsor, turn over to such successor escrow agent all of the Escrow Funds; *provided, however*, that if Windsor fails to appoint a successor escrow agent within such 30-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof.

Upon receipt of the Escrow Funds, the successor escrow agent shall become the escrow agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds and under this Agreement.

7. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile (followed by first-class mail), by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the parties at the addresses set forth below:

If to Windsor:

Windsor Street Capital, L.P.
45 Broadway, 2nd Floor
New York, NY 10006
Attention: Raana Khan
Email: RKhan@windsorstreetcapital.com

If to Escrow Agent:

Davidoff Hutcher & Citron LLP
605 Third Avenue, 34th Floor
New York, NY 10158
Attention: Elliot H. Lutzker, Esq.
Fax: (212) 286-1884

or, in the case of any of the parties hereto, at such other address as such party shall have furnished to each of the other parties hereto in accordance with this Section 7. Each such notice, demand, request or other communication shall be deemed given (x) on the date of personal delivery, (y) on the first business day following the date of delivery to the overnight courier or facsimile or e-mail transmission, or (z) three business days following such certified or registered mailing.

8. General.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles.

(b) This Agreement sets forth the entire agreement and understanding of the parties with respect to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.

(d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.

(e) Any provision of this Agreement, which is unenforceable in any jurisdiction, shall be ineffective in such jurisdiction to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

(g) The parties hereto agree to accept a facsimile transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement, provided, however, that each party who produces a facsimile signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by facsimile, a true and correct original copy of his or her signature in overnight mail to the address of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

WINDSOR STREET CAPITAL, L.P.

By: 

Name:

Title:

executive VP

Raena Khan

DAVIDOFF HUTCHER & CITRON LLP

By: 

Name: Elliot H. Lutzker

Title: Partner

Schedule I

The Escrow Agent is authorized to accept instructions signed or believed by the Escrow Agent to be signed by Windsor.

Name

Imtiaz Raana Khan

True Signature

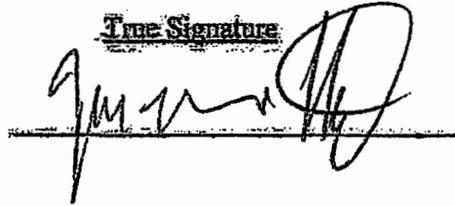
A handwritten signature in black ink, appearing to read 'Imtiaz Raana Khan', is written over a horizontal line. The signature is stylized and cursive.

Exhibit A

FORM OF ESCROW RELEASE NOTICE

Date: _____, 2018

Davidoff Hatcher & Citron LLP
605 Third Avenue
New York, NY 10158
Elliot H. Lutzker

Dear Mr. Lutzker:

In accordance with the terms of paragraph 3(a) of an Escrow Deposit Agreement dated as of February _____, 2018 (the "Escrow Agreement"), by and between Windsor Street Capital L.P. and Davidoff Hatcher & Citron LLP (the "Escrow Agent"), the Parties hereby notify the Escrow Agent to please distribute funds by wire transfer as follows (wire instructions attached):

Very truly yours,

WINDSOR STREET CAPITAL, L.P.

By: _____
Raana Khan, Vice President

CERTIFICATE OF SERVICE

I hereby certify that on May 16, 2018, I caused a true and correct copy of the attached Application for Review by the Commission of Action Taken by FINRA; Expedited Motion to Stay FINRA NAC Decision; Affidavit of Imtiaz Khan in support of the Motion to Stay with Exhibits; Certificate of Compliance for Filing by Facsimile; and Notice of Appearance, was served upon the following by facsimile and overnight delivery to:

Office of the Secretary
Securities and Exchange Commission
100 F Street, N.E.
Room 10915
Washington, DC 20549-1090
Facsimile: (202) 772-9324

Jennifer Piorko Mitchell, Esq.
Vice President and Deputy Corporate Secretary
FINRA
1735 K Street, N.W.
Washington, DC 20006-1506
Facsimile: (202) 728-8075

Andrew Love, Esq.
Office of General Counsel
Financial Industry Regulatory Authority
1735 K Street, N.W.
Washington, DC 20006
Facsimile: (202) 728-8264


Robert I. Rabinowitz

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of the Application of :
: Windsor Street Capital, L.P. :
(f/k/a Meyers Associates, L.P.) :
: For Review of Action Taken by :
: FINRA SD-2172 :
: :

CERTIFICATE OF FILING BY FACSIMILE TRANSMISSION

I hereby certify pursuant to Rule 150(c) of the SEC Rules of Fair Practice, that the foregoing Application of Windsor Street Capital, L.P. for a Review of Decision of the Financial Industry Regulatory Authority's National Adjudicatory Council, Expedited Motion to Stay FINRA NAC Decision, Affidavit of Imtiaz Khan with exhibits in support of the Motion to Stay, Notice of Appearance; Certificate of Service and letter of transmittal has been filed by Facsimile transmission on Wednesday, May 16, 2018 before 5:30 p.m. EST from Facsimile number (732) 842-9047 which is operational between the hours of 8:00 a.m. to 6:00 p.m. EST Monday thru Friday to:

Office of the Secretary
Securities and Exchange Commission
100 F Street, N.E., Room 10915
Washington, DC 20549-1090
Facsimile: (202) 772-9324

Jennifer Piorko Mitchell, Esq.
Vice President and Deputy Corporate Secretary
FINRA
1735 K Street, N.W.
Washington, DC 20006-1506
Facsimile: (202) 728-8075

Andrew Love, Esq.
Office of General Counsel
Financial Industry Regulatory Authority
1735 K Street, N.W.
Washington, DC 20006
Facsimile: (202) 728-8264

Dated: May 16, 2018


Robert I. Rabinowitz, Esq.

Robert I. Rabinowitz
rrabinowitz@beckerlawyers.com
Phone: (732) 842-1662 Fax: (732) 842-9047

Becker

Becker & Poliakoff, LLP
331 Newman Springs Road, Ste. 225
Red Bank, NJ 07701

May 16, 2018



Via Facsimile 202-772-9324 and Overnight Delivery

The Office of the Secretary
Securities and Exchange Commission
100 F Street, N.E.
Room 10915
Washington, DC 20549

**Re: APPLICATION FOR REVIEW OF FINRA NAC DECISION AND
EXPEDITED MOTION TO STAY EFFECTIVENESS OF NAC DECISION
In the Matter of Windsor Street Capital, L.P. (CRD # 34171)**

Dear Sir/Madam:

This firm represents Windsor Street Capital, L.P. (the "Applicant"). Please find attached the following documents in connection with the Applicant's Motion for a Stay:

1. Application for Review by the Commission of Action Taken by FINRA;
2. Expedited Motion to Stay FINRA NAC Decision;
3. Affidavit of Imtiaz Khan in support of the Motion to Stay with exhibits;
4. Certificate of Compliance for Filing by Facsimile;
5. Notice of Appearance; and
6. Certificate of Service.

Windsor Street's FINRA registrations as well as those of its associated persons have been summarily terminated by FINRA and the Applicant is currently unable to conduct any broker/dealer business. As such, its retail clients may be adversely affected by their inability to conduct transactions in their brokerage accounts through Windsor. For this reason, among others, the Applicant respectfully requests that the Commission issue a temporary Order Staying the effectiveness of the FINRA NAC Decision while the Commission considers the Applicant's Expedited Motion to Stay and Application for Review being filed herewith.

Securities and Exchange Commission
Office of the Secretary
May 16, 2018
Page 2

Respectfully submitted,


Robert I. Rabinowitz

RIR:cmk
Enclosures

cc: Jennifer Piorko Mitchell, Esq. (by Facsimile and overnight delivery)
Andrew Love, Esq. (by Facsimile and overnight delivery)