range is at least one but not more than six months)''.

The Commentary to § 5C1.1 is amended in Note 4 by inserting ''criminal history Category II, III, IV, V, or VI of'' after ''is in''; and by striking ''(i.e., the minimum term specified in the applicable guideline range is eight, nine, or ten months)''.

The Commentary to § 5C1.1 is amended in Note 8 by striking ''(i.e., the minimum term of imprisonment specified in the applicable guideline range is twelve months or more)''.

**4. Discharged Term of Imprisonment**

*Issue for Comment:* The Commission requests comment regarding whether subsections (b) and (c) of § 5G1.3 (Imposition of a Sentence on a Defendant Subject to an Undischarged Term of Imprisonment) should be expanded to apply to discharged terms of imprisonment. If so, how should this be accomplished? Alternatively, should the Commission provide a structured downward departure in cases in which the discharged term of imprisonment resulted from offense conduct that has been taken into account in the determination of the offense level for the instant offense of conviction? If so, how should such a departure be structured? For example, should the extent of the departure be linked to the length of the discharged term of imprisonment?

The Commission further requests comment regarding any other issue that should be resolved pertaining to the overall application of § 5G1.3

5. Acceptance of Responsibility

*Synopsis of Amendment:* This proposed amendment corrects a technical error made in the Commission's notice of proposed amendments to sentencing guidelines, policy statements, and commentary in the **Federal Register**, November 27, 2001(66 FR. 59330–59340). Specifically, proposed amendment 5, regarding § 3E1.1 (Acceptance of Responsibility), inadvertently deletes ''timely'' from subsection (b)(2) of § 3E1.1. The following proposed amendment corrects that inadvertent deletion.

Section 3E1.1(b) is amended by striking ''has assisted authorities'' and all that follows through ''notifying'' and inserting ''timely notified''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended in Note 1 by inserting ''Appropriate Considerations in Determining Applicability of Acceptance of Responsibility.''—before ''In determining''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended in Note 2 by inserting ''Convictions by Trial.—'' before ''This adjustment''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended in Note 3 by inserting ''Application of Subsection (a).—''before ''Entry of a plea''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended by striking the text of Note 4 in its entirety and inserting the following:

''Inapplicability of Adjustment.—A defendant who (A) receives an enhancement under § 3C1.1 (Obstructing or Impeding the Administration of Justice); or (B) commits another offense while pending trial or sentencing on the instant offense, ordinarily is not entitled to a reduction under this guideline. [There may, however, be extraordinary cases in which an adjustment under this guideline is warranted even though the defendant received an enhancement under § 3C1.1, or committed another such offense, or both.]''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended in Note 5 by inserting ''Deference on Review.—'' before ''The sentencing judge''.

The Commentary to § 3E1.1 captioned ''Application Notes'' is amended by striking the first sentence of Note 6 and inserting ''Application of Subsection (b).—''; and by striking ''has assisted authorities in the investigation or prosecution of his own misconduct by taking one or both of the steps set forth in subsection (b)'' and inserting ''timely notified authorities of the defendant's intention to enter a guilty plea''.

The Commentary to § 3E1.1 captioned ''Background'' is amended in the second sentence of the first paragraph by striking ''by taking, in a timely fashion, one or more of the actions listed above (or some equivalent action)''; and in the second paragraph by striking ''has assisted authorities in the investigation or prosecution of his own misconduct by taking one or more of the steps specified in subsection (b)'' and inserting ''timely notified authorities of the defendant's intention to enter a guilty plea''.

[FR Doc. 02–1264 Filed 1–16–02; 8:45 am]

BILLING CODE 2211–01–P

## SMALL BUSINESS ADMINISTRATION

### Notice of Sale of Business and Disaster Assistance Loans

**AGENCY:** Small Business Administration.

**ACTION:** Notice of sale of business and disaster assistance loans—Loan Sale #5.

**SUMMARY:** This notice announces the Small Business Administration's (''SBA'') intention to sell approximately 30,000 secured and unsecured business and disaster assistance loans, (collectively referred to as the ''Loans''). The total unpaid principal balance of the Loans is approximately $620 million. This is the fifth sale of loans originated under the SBA's Business Loan Programs and the fourth sale of Disaster Assistance Loans (both business and consumer loans). SBA previously guaranteed some of the Loans under various sections of the Small Business Investment Act, as amended, 15 U.S.C. 695 et seq. Any SBA guarantees that might have existed at one time have been paid and no SBA guaranty is available to the successful bidders in this sale. The majority of the loans were originated by and are serviced by SBA. The collateral for the secured Loans includes commercial and residential real estate and other business and personal property located nationwide. This notice also summarizes the bidding process for the Loans.

**DATES:** The Bidder Information Package became available to qualified bidders on October 25, 2001. The Bid Date is scheduled for January 15, 2002, and closings are scheduled to occur between January 22, 2002 and February 15, 2002. These dates are subject to change at SBA's discretion.

**ADDRESSES:** Bidder Information Packages will be available from the SBA's Transaction Financial Advisor, KPMG Consulting, Inc. (''KPMG'') and its subcontractor, Hanover Capital Partners, Ltd. (''Hanover''). Bidder Information Packages will only be made available to parties that have submitted a completed Confidentiality Agreement and Bidder Qualification Statement and have demonstrated that they are qualified bidders. The Confidentiality Agreement and Bidders Qualification Statement are available on the SBA Web site at *http://www.sba.gov/assets/current__sale/sale5.html* or by calling the SBA Loan Sale #5 Center toll-free at Hanover at (888) 737–3840. The completed Confidentiality and Bidder Qualification Statement can be sent to the attention of Kathryn Merk, SBA Loan Sale #5, by either fax, at (732) 572–5959 or by mail, to Hanover Capital Partners, Ltd., 100 Metroplex Drive, Suite 301, Edison, NJ 08817.

The Due Diligence Facility opened October 29, 2001 and will close January 14, 2002. These dates are subject to change at SBA's discretion.

**FOR FURTHER INFORMATION CONTACT:** Margaret L. Hawley, Program Manager,

Small Business Administration, 409 Third Street, SW., Washington, DC 20416: 202–401–8234. This is not a toll free number. Hearing or speech-impaired individuals may access this number via TDD/TTY by calling the Federal Information Relay Service's toll-free number at 1–800–877–8339.

**SUPPLEMENTARY INFORMATION:** SBA intends to sell approximately 30,000 secured and unsecured business and disaster assistance loans, collectively referred to as the ''Loans''. The Loans include performing, sub-performing and non-performing loans. The Loans will be offered to qualified bidders in pools that will be based on such factors as performance status, collateral status, collateral type and geographic location of the collateral. A list of the Loans, loan pools and pool descriptions is contained in the Bidder Information Package. SBA will offer interested persons an opportunity to bid competitively on loan pools, subject to conditions set forth in the Bidder Information Package. SBA shall use its sole discretion to evaluate and determine winning bids. No loans will be sold individually. The Loans to be sold are located throughout the United States as well as Puerto Rico, U.S. Virgin Islands, Guam and other Pacific Islands.

*The Bidding Process:* To ensure a uniform and fair competitive bidding process, the terms of sale are not subject to negotiation. SBA will describe in detail the procedure for bidding on the Loans in the Bidder Information Package, which will include bid forms, a non-negotiable loan sale agreement prepared by SBA (''Loan Sale Agreement''), specific bid instructions, as well as pertinent loan information such as total outstanding unpaid principal balance, interest rate, maturity term, aggregate payment history and collateral information including geographic location and type. The Bidder Information Package also includes CD–ROMs that contain information pertaining to the Loans.

The Bidder Information Package became available approximately 10 weeks prior to the Bid Date. It contains procedures for obtaining supplemental information about the Loans. Any interested party may request a copy of the Bidder Information Package by sending a written request together with a duly executed copy of the Confidentiality Agreement and a Bidder Qualification Statement to the address specified in the **ADDRESSES** section of this notice.

Prior to the Bid Date, a Bidder Information Package Supplement will be mailed to all recipients of the original Bidder Information Package. It will contain the final list of loans included in Sale #5 and any final instructions for the sale.

*Deposit and Liquidated Damages:* Each Bidder must include with its bid a deposit equal to 10 percent of the amount of the bidder's highest bid. If a successful bidder fails to abide by the terms of the Loan Sale Agreement, including paying SBA any remaining sums due pursuant to the Loan Sale Agreement and closing within the time period specified in the Loan Sale Agreement, SBA shall retain the deposit as liquidated damages.

*Due Diligence Facility:* The bidder due diligence period began October 29, 2001. During the bidder due diligence period, qualified bidders may, for a non-refundable assessment of $500 US dollars, review all asset file documents that have been imaged onto a database by visiting the due diligence facility located at 1050 Connecticut Avenue, NW., 8th Floor, Washington, DC 20036 and/or via remote access. Bidders that have paid the due diligence assessment of $500 US dollars may also request CD–ROMs that contain substantial due diligence materials such as loan payment history and updated third party reports.

Specific instructions for ordering information in electronic format or making an appointment to visit the due diligence facility are included in the SBA Loan Sale5 Web site (*http://www.sba.gov/assets/current__sale/sale5.html*) and the Bidder Information Package.

*SBA Reservation of Rights:* SBA reserves the right to remove loans from the sale at any time prior to the Closing Date, and add loans prior to the Cut-Off Date for any reason and without prejudice to its right to include any loans in a later sale. After the Cut-Off Date, SBA will retain any loan that meets the following criteria: (1) The obligor makes a payment that fully satisfies his/her obligation; (2) Seller cannot provide any Evidence of Indebtedness; (3) Seller does not own, control or have the right to transfer the Loan; (4) A pending or threatened suit, action, arbitration, investigation or proceeding which could affect the Seller in an unacceptable manner; and (5) Loan is inextricably related to another asset, claim, right of action that is retained by the Seller.

SBA also reserves the right to terminate this sale at any time prior to the Bid Date.

SBA reserves the right to use its sole discretion to evaluate and determine winning bids. SBA also reserves the right in its sole discretion and for any reason whatsoever to reject any and all bids.

SBA reserves the right to conduct a ''best and final'' round of bidding wherein bidders will be given the opportunity to increase their bids. A best and final round shall not be construed as a rejection of any bid or preclude SBA from accepting any bid made by a bidder.

SBA reserves the right to sell less than 100 percent of the Loans offered for sale and ''re-offer'' the remaining loans subsequent to the initial bid.

*Ineligible Bidders:* The following individuals and entities (either alone or in combination with others) are ineligible to bid on the Loans included in the sale:

(1) Any employee of SBA, any member of any such employee's household and any entity controlled by a SBA employee or by a member of such employee's household.

(2) Any individual or entity that is debarred or suspended from doing business with SBA or any other agency of the United States Government.

(3) Any contractor, subcontractor, consultant, and/or advisor (including any agent, employee, partner, director, principal, or affiliate of any of the foregoing) who will perform or has performed services for, or on-behalf of SBA, either in connection with this sale or the development of SBA's loan sale program.

(4) Any individual that was an employee, partner, director, agent or principal of any entity, or individual described in paragraph (3) above at any time during which the entity or individual performed services for, or on behalf of SBA, either in connection with this sale or the development of SBA's loan sale program.

(5) Any individual or entity that has used or will use the services, directly or indirectly, of any person or entity ineligible under any of paragraphs (1) through (4) above to assist in the preparation of any bid in connection with this sale.

*Loan Sale Procedure:* SBA plans to use a competitive online closed bid auction process as the method to sell the majority of the Loans. SBA also plans to offer eight designated pools of loans in an open E-cry on line auction format. SBA believes an auction sale optimizes the return on the sale of Loans and attracts the largest field of interested parties. A competitive bid auction also provides the quickest and most efficient vehicle for the SBA to dispose of the Loans.

*Post Sale Servicing Requirements:* The Loans will be sold servicing released. Purchasers of the Loans and their

successors and assigns will be required to service the Loans in accordance with the applicable provisions of the Loan Sale Agreement for the life of the Loans. In addition, the Loan Sale Agreement establishes certain requirements that a servicer must satisfy in order to service the Loans.

*Scope of Notice:* This notice applies to Loan Sale Number #5 and does not establish agency procedures and policies for other loan sales. If there are any conflicts between this Notice and the Bidder Information Package, the Bidder Information Package shall prevail.

**LeAnn M. Oliver,**

*Deputy Associate Administrator for Financial Assistance.*

[FR Doc. 02–1265 Filed 1–16–02; 8:45 am]

**BILLING CODE 8025–01–P**

## SOCIAL SECURITY ADMINISTRATION

### Maximum Dollar Limit in the Fee Agreement Process

**AGENCY:** Social Security Administration.

**ACTION:** Notice.

**SUMMARY:** The Social Security Administration (SSA) is announcing that the maximum dollar limit for fee agreements approved under sections 206(a)(2)(A) and 1631(d)(2)(A) of the Social Security Act will be increased to $5,300 effective February 1, 2002. On or after February 1, 2002, decision-makers may approve fee agreements up to the new limit provided that the fee agreement otherwise meets the statutory conditions and is not excepted from the fee agreement process.

**FOR FURTHER INFORMATION CONTACT:** John B. Watson, Office of the General Counsel, phone (410) 965–3137, e-mail: john.watson@ssa.gov.

**SUPPLEMENTARY INFORMATION:** Section 5106 of Public Law No. 101–508, the Omnibus Budget Reconciliation Act of 1990, amended sections 206(a)(2)(A) and 1631(d)(2)(A) of the Social Security Act to provide for a streamlined process for obtaining approval of the fee a representative wishes to charge for representing a claimant before the Social Security Administration. To use that process, the representative and the claimant must agree, in writing, to a fee that does not exceed the lesser of 25% of past due benefits or a prescribed dollar amount. Public Law 101–508 established the initial amount at $4,000 and gave the Commissioner of Social Security the authority to increase it, from time to time, provided that the cumulative rate of increase does not at any time exceed the rate of increase in primary insurance amounts since January 1, 1991. The law further provided that notice of any increased amount shall be published in the **Federal Register**.

By this notice, we announce that the maximum dollar amount for fee agreements will increase to $5,300; fee agreements with the increased amount may be approved by a decision-maker on or after February 1, 2002. The limit of $5,300 was determined by applying the guideline described above: a hypothetical primary insurance amount of $4,000 on January 1, 1991 would increase by calendar year 2002 to $5,350. We rounded this amount down to the nearest $100 to simplify the figure for use by claimants, representatives, and SSA.

Dated: January 8, 2002.

**Jo Anne B. Barnhart,**

*Commissioner of Social Security.*

[FR Doc. 02–1223 Filed 1–16–02; 8:45 am]

**BILLING CODE 4191–02–P**

## DEPARTMENT OF STATE

**[Public Notice 3876]**

### New Conservation Measures for Antarctic Fishing Under the Auspices of CCAMLR

**AGENCY:** State Department.

**ACTION:** Notice.

**SUMMARY:** At its Twentieth Meeting in Hobart, Tasmania, October 22 to November 2, 2001, the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), of which the United States is a member, adopted conservation measures, pending countries' approval, pertaining to fishing in the CCAMLR Convention Area. All the measures were agreed upon in accordance with Article IX of the Convention for the Conservation of Antarctic Marine Living Resources. Measures adopted restrict overall catches of certain species of fish and crabs, restrict fishing in certain areas, specify implementation and inspection obligations supporting the Catch Documentation Scheme of Contracting Parties, and promote compliance with CCAMLR measures by non-Contracting Party vessels. This notice includes the full text of the conservation measures adopted at the Twentieth meeting of CCAMLR. For all of the conservation measures in force, see the CCAMLR web site at *www.ccamlr.org.* This notice, therefore, together with the U.S. regulations referenced under the Supplementary Information provides a comprehensive register of all current U.S. obligations under CCAMLR.

**DATES:** Persons wishing to comment on the measures or desiring more information should submit written comments within 30 days of this announcement.

**FOR FURTHER INFORMATION CONTACT:** Roberta L. Chew, Office of Oceans Affairs (OES/OA), Room 5805, Department of State, Washington, DC 20520; tel: 202–647–3947; fax: 202–647–9099; *e-mail: chewrl@state.gov.*

**SUPPLEMENTARY INFORMATION:** Individuals interested in CCAMLR should also see 15 CFR Chapter III—International Fishing and Related Activities, Part 300—International Fishing Regulations, Subpart A—General; Subpart B—High Seas Fisheries; and Subpart G— Antarctic Marine Living Resources, for other regulatory measures related to conservation and management in the CCAMLR Convention area. Subpart B notes the requirements for high seas fishing vessel licensing. Subparts A and G describe the process for regulating U.S. fishing in the CCAMLR Convention area and contain the text of CCAMLR Conservation Measures that are not expected to change from year to year. The regulations in Subparts A and G include sections on; Purpose and scope; Definitions; Relationship to other treaties, conventions, laws, and regulations; Procedure for according protection to CCAMLR Ecosystem Monitoring Program Sites; Scientific Research; Initiating a new fishery; Exploratory fisheries; Reporting and recordkeeping requirements; Vessel and gear identification; Gear disposal; Mesh Size; Harvesting permits; Import permits; Appointment of a designated representative; Prohibitions; Facilitation of enforcement and inspection; and Penalties.

Conservation Measures Remaining in Force: The Commission agreed that the Conservation Measures 2/III, 3/IV, 4/V, 5/V, 6/V, 7/V, 18/XIX, 19/IX, 29/XIX, 31/X, 32/XIX, 40/X, 51/XIX, 61/XII, 62/XIX, 63/XV, 64/XIX, 65/XII, 72/XVII, 73/XVII, 82/XIX, 95/XIV, 106/XIX, 121/XIX, 122/XIX, 129/XVI, 146/XVII, 147/XIX, 160/XVII, 171/XVIII, 173/XVIII, and 180/XVIII, and Resolutions 7/IX, 10/XII, 13/XIX, 14/XIX, 15/XIX, and 16/XIX remain in force. For the text of CCAMLR Conservation Measures remaining in force, see 61 FR 66723, dated December 18, 1996; 63 FR 5587, dated February 3, 1998; 63 FR 300 dated December 22, 1998; 64 FR 71165, dated December 20, 1999; and 66 FR 7527, dated January 23, 2001.