



55 East 52nd Street
New York, NY 10055

Atlanta Calgary Chicago Houston London New York Singapore

BY ELECTRONIC TRANSMISSION

Submission No. 19-125
February 14, 2019

Mr. Christopher J. Kirkpatrick
Secretary of the Commission
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

**Re: Amendments to Chapter 13 (FCOJ Terms and Conditions)
Submission Pursuant to Section 5c(c)(1) of the Act and Regulation 40.6(a)**

Dear Mr. Kirkpatrick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended (the “Act”) and Commodity Futures Trading Commission (“Commission”) Regulation 40.6(a), ICE Futures U.S., Inc. (“IFUS” or “Exchange”) hereby self-certifies the amendments to Rules 13.14, 13.19, 13.36 and 13.37, set forth in Exhibit A, which delete unnecessary and obsolete provisions that are no longer applicable to Frozen Concentrate Orange Juice futures contracts.

Exchange Rule 13.14 sets forth the obligations to issue a delivery notice and/or make delivery when the Exchange declares a holiday on the Last Notice Day or Last Delivery Day for an expiring FCOJ futures contract during the time period shortly before Last Notice or Last Delivery Day. The Rule is a vestige from the time when the Exchange was a member owned institution and schedules were regularly adjusted in the days prior to a holiday. It is the current practice of the Exchange to issue an annual notice declaring holidays during a calendar year and to provide holiday trading hours well in advance of scheduled holidays. As such, Rule 13.14 is unnecessary and is being deleted.

The amendments to Exchange Rules 13.19 13.36 and 13.37 delete references to open outcry trading, which is no longer supported by the Exchange.

The Exchange is not aware of any opposing views to the amendments, which will become effective on March 4, 2019. As described above, the amendments delete unnecessary and obsolete provisions in the FCOJ futures contract terms and conditions, which result in no substantive changes. The Exchange certifies that the amendments comply with the requirements of the Act and the rules and regulations promulgated thereunder. The Exchange further certifies that concurrent with this filing a copy of this submission was posted on the Exchange's website, which may be accessed at (<https://www.theice.com/futures-us/regulation#Rule-Filings>).

If you have any questions or need further information, please contact me at 212-748-4021 or at jason.fusco@theice.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason V. Fusco". The signature is written in a cursive style with a large, sweeping initial "J".

Jason V. Fusco
Assistant General Counsel
Market Regulation

Enc.
cc: Division of Market Oversight

EXHIBIT A

[Additions are underlined and deletions have been struck through]

Rule 13.14. Reserved ~~[Holidays]~~

~~(a) Holidays as are prescribed by the Rules or ordered by the Exchange or by the Board shall be observed as holidays so far as concerns the issuing of notices or the delivery of documents in fulfillment of contracts for future delivery, except as hereinafter provided.~~

~~(i) When the Last Notice Day is declared a holiday or half trading day after 5:00 p.m. of the second (2nd) trading day prior to the Last Notice Day, a Delivery Notice may be issued in the usual manner on such holiday.~~

~~(ii) When the last delivery day of the current month is declared a holiday after 5:00 p.m. of the sixth (6th) Business Day prior to the last delivery day, then the delivery shall be completed on said holiday.~~

~~(b) Members having contracts open in the current month must keep their offices open for the purpose of receiving such notices or of completing such deliveries.]~~

Rule 13.19. Contracts Binding Until Settled

(a) All contracts for the future delivery of FCOJ shall be binding upon Members and of full force and effect until the quantity and qualities of FCOJ specified in such contracts shall have been delivered, and the price specified in said contracts shall have been paid. No contract shall be entered into with any stipulation or understanding between the parties at the time of making such contract that the terms of such contract are not to be fulfilled, or that the FCOJ is not to be delivered and received in accordance with the Rules.

(b) Subject to the prohibition in paragraph (a) above, from and after first (1st) notice day in a contract, the Deliverer and Receiver may enter into a mutually acceptable written agreement to deliver and receive under conditions other than those stipulated in the Rules. A delivery so made shall be considered complete upon written notification by the Deliverer and the Receiver to the Clearing Organization. The making of any such agreement shall relieve the Clearing Organization of any further obligations with respect to any Exchange contract involved, and the Deliverer and Receiver shall indemnify the Exchange and the Clearing Organization against any liability, cost or expense either may incur for any reason as a result of the execution, delivery or performance of such contract or such agreement, or any breach thereof or default thereunder. [~~Alternate Delivery Procedures (ADP) are to be posted/announced in the ring.~~]

Rule 13.36. Obligations of Option Purchasers

(a) The Purchaser which purchases a FCOJ Option [~~on the Floor of the Exchange~~] shall cause such Option to be submitted by a Clearing Member to the Clearing Organization for clearance in accordance with the Rules of the Clearing Organization.

(b) The Purchaser which clears a FCOJ Option shall pay in full the Premium to the Clearing Organization in accordance with the Rules of the Clearing Organization.

(c) The Purchaser of a FCOJ Option shall, upon exercising such Option in accordance with the Rules, enter into an Underlying Futures Contract to buy (in the case of a Call) or to sell (in the case of a Put) FCOJ for delivery in the regular or serial Option Month's Underlying Futures Contract, at the Strike Price specified in such Option; provided, however, that any such contract entered into upon exercise shall be entered into for the account of the Person having purchased the FCOJ Option.

Rule13.37. Obligations of Option Grantors

(a) The Grantor which grants a FCOJ Option [~~on the Floor of the Exchange~~] shall cause such Option to be submitted by a Clearing Member to the Clearing Organization for clearance in accordance with the Rules of the Clearing Organization.

(b) The Grantor which clears a FCOJ Option shall make such Margin deposits as the Clearing Organization may require.

(c) The Grantor of a FCOJ Option shall, upon being assigned an Exercise Notice in accordance with the Rules of the Clearing Organization, enter into an Underlying Futures Contract to sell (in the case of a Call) or to buy (in the case of a Put) FCOJ for delivery in the regular or serial Option Month's Underlying Futures Contract, at the Strike Price specified in such Option; provided, however, that any such contract entered into upon assignment of an Exercise Notice shall be entered into for the account of the Person having granted the FCOJ Option.