

**SUBMISSION COVER SHEET**

**IMPORTANT:** Check box if Confidential Treatment is requested

Registered Entity Identifier Code (optional): 21-291

Organization: New York Mercantile Exchange, Inc. ("NYMEX")

Filing as a: DCM SEF DCO SDR

Please note - only ONE choice allowed.

Filing Date (mm/dd/yy): 06/17/21 Filing Description: Delisting of Certain Previously-Listed Contract Months of the WTI Houston Crude Oil Futures Contract and Delisting of WTI Houston Crude Oil Option Contract

**SPECIFY FILING TYPE**

Please note only ONE choice allowed per Submission.

**Organization Rules and Rule Amendments**

- Certification § 40.6(a)
- Approval § 40.5(a)
- Notification § 40.6(d)
- Advance Notice of SIDCO Rule Change § 40.10(a)
- SIDCO Emergency Rule Change § 40.10(h)

**Rule Numbers:**

**New Product**

Please note only ONE product per Submission.

- Certification § 40.2(a)
- Certification Security Futures § 41.23(a)
- Certification Swap Class § 40.2(d)
- Approval § 40.3(a)
- Approval Security Futures § 41.23(b)
- Novel Derivative Product Notification § 40.12(a)
- Swap Submission § 39.5

**Product Terms and Conditions (product related Rules and Rule Amendments)**

- Certification § 40.6(a)
- Certification Made Available to Trade Determination § 40.6(a)
- Certification Security Futures § 41.24(a)
- Delisting (No Open Interest) § 40.6(a)
- Approval § 40.5(a)
- Approval Made Available to Trade Determination § 40.5(a)
- Approval Security Futures § 41.24(c)
- Approval Amendments to enumerated agricultural products § 40.4(a), § 40.5(a)
- "Non-Material Agricultural Rule Change" § 40.4(b)(5)
- Notification § 40.6(d)

Official Name(s) of Product(s) Affected: See filing.

Rule Numbers: See filing.

June 17, 2021

**VIA ELECTRONIC PORTAL**

Mr. Christopher J. Kirkpatrick  
Office of the Secretariat  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, N.W.  
Washington, D.C. 20581

**Re: CFTC Regulation 40.6(a) Certification. Delisting of Certain Previously-Listed Contract Months of the WTI Houston Crude Oil Futures Contract and Delisting of WTI Houston Crude Oil Option Contract and Other Related Products. NYMEX Submission No. 21-291**

Dear Mr. Kirkpatrick:

New York Mercantile Exchange, Inc. (“NYMEX” or “Exchange”) is certifying to the Commodity Futures Trading Commission (“CFTC” or “Commission”) the delisting of certain previously-listed contract months of the WTI Houston Crude Oil Futures contract as described in Table 1 below and the delisting of the WTI Houston Crude Oil Option contract and related products as described in Table 2 below. There is no open interest in the delisted contract months of the WTI Houston Crude Oil Futures contract or the WTI Houston Crude Oil Option contract and the related products.

**Table 1**

Contract Title	NYMEX Rulebook Chapter	CME ClearPort Code	CME Globex Code	Last Listed Contract Month	Contract Months Delisted on June 22, 2020	Date of Permanent Delisting
WTI Houston Crude Oil Futures	201	HCL	HCL	December 2021	January 2022 and beyond	November 19, 2021

**Table 2**

Contract Title	NYMEX Rulebook Chapter	CME ClearPort Code	CME Globex Code	Date of Permanent Delisting
WTI Houston Crude Oil Option	202	HCO	HCO	June 17, 2021
WTI Houston Trade Month Futures	806	HTE	HTE	June 18, 2021
WTI Houston Calendar Month Futures	808	HTC	HTC	June 18, 2021
WTI Houston vs. WTI Trade Month Futures	809	HTI	HTI	June 18, 2021

WTI Houston vs. WTI Calendar Month Futures	810	HTM	HTM	June 18, 2021
WTI Houston vs. Brent Trade Month Futures	811	HBR	HBR	June 18, 2021
WTI Houston vs. Brent Calendar Month Futures	812	HBC	HBC	June 18, 2021
WTI Houston vs. Dated Brent (Platts) Calendar Month Futures	814	HDB	HDB	June 18, 2021
WTI Houston Trade Month Average Price Option	815	HCA	HCA	June 18, 2021
WTI Houston Calendar Month Average Price Option	816	HCC	HCC	June 18, 2021
WTI Houston vs. WTI Crude Oil Spread Option	817	HAP	HAP	June 18, 2021
WTI Houston vs. WTI Calendar Month Average Price Option	818	HPO	HPO	June 18, 2021
WTI Houston vs. Brent Crude Oil Spread Option	819	HCB	HCB	June 18, 2021
WTI Houston vs. Brent Calendar Month Average Price Option	820	HCR	HCR	June 18, 2021
WTI Houston vs. Dated Brent (Platts) Average Price Option	822	HCD	HCD	June 18, 2021

Appendix A provides amendments to the NYMEX Rulebook Chapter effective on June 17 and 18, 2021. Appendix B provides amendments to the NYMEX Rulebook Chapter effective on November 19, 2021, in blackline format.

The Exchange reviewed the designated contract market core principles (“Core Principles”) as set forth in the Commodity Exchange Act (“CEA” or “Act”) and identified that the following Core Principles may be impacted by this initiative as follows:

- **Emergency Authority:** There is no open interest in the contract months or contract being delisting. Therefore there will be no market disruption related to their delisting.
- **Availability of General Information:** The Exchange will make publicly available the details of the delisting of the Contracts by publishing a Special Executive Report (“SER”) to the marketplace. The SER will be available on CME Group’s website.

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.6(a), the Exchange hereby certifies that the aforementioned delistings comply with the Act, including regulations under the Act. There were no substantive opposing views to this proposal.

The Exchange certifies that this submission has been concurrently posted on the Exchange’s website at <http://www.cmegroup.com/market-regulation/rule-filings.html>.

Should you have any questions concerning the above, please e-mail [CMEGSubmissionInquiry@cmegroup.com](mailto:CMEGSubmissionInquiry@cmegroup.com) or contact the undersigned at (212) 299-2200.

Sincerely,

/s/ Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments: Appendix A - Amendments to NYMEX Rulebook Chapter (blackline format) (Effective June 17 and 18, 2021)

Appendix B – Amendments to NYMEX Rulebook Chapter (blackline format) (Effective November 19, 2021)

## Appendix A

### NYMEX Rulebook

(deletions struck through)

(Effective June 17, 2021)

## **Chapter 202** **WTI Houston Crude Oil Option**

### **202100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for physical settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

### **202101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston Crude Oil put or call option contract traded on the Exchange represents an option to assume a short or long position in the underlying WTI Houston Crude Oil futures contract traded on the Exchange.

### **202102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

#### **202102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

#### **202102.B. Trading Unit**

A WTI Houston Crude Oil put or call option contract traded on the Exchange represents an option to assume a short or long position in the underlying WTI Houston Crude Oil futures contract traded on the Exchange.

#### **202102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

#### **202102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

#### **202102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **202102.F. Expiration of Trading**

A WTI Houston Crude Oil Option on the Exchange shall expire at the close of trading on the third business day immediately preceding the expiration of the underlying WTI Houston Crude Oil futures contract. The expiration date shall be announced prior to the listing of the option contract.

#### **202102.G. Type of Option**

The option is an American-style option settled on expiration day.

### **202103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

## Chapter 806 WTI Houston Trade Month Futures

### **806100. SCOPE OF CHAPTER**

~~The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.~~

### **806101. CONTRACT SPECIFICATIONS**

~~The Floating Price for each contract month is equal to the arithmetic average of the NYMEX WTI Houston Crude Oil Futures first nearby contract settlement price for the Trade month period beginning with the first business day after the 25th calendar day two months prior to the contract month through the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, the Trade month period shall end on the first business day prior to the 25th calendar day.~~

### **806102. TRADING SPECIFICATIONS**

~~The number of months open for trading at a given time shall be determined by the Exchange.~~

#### **806102.A. Trading Schedule**

~~The hours of trading for this contract shall be determined by the Exchange.~~

#### **806102.B. Trading Unit**

~~The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.~~

#### **806102.C. Price Increments**

~~Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.~~

#### **806102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

~~The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.~~

~~A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.~~

~~Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.~~

#### **806102.E. Termination of Trading**

~~Trading shall cease at the close of trading on the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, trading shall cease on the first business day prior to the 25th calendar day.~~

### **806103. FINAL SETTLEMENT**

~~Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.~~

## Chapter 808 Dawn Natural Gas (Platts IFERC) Basis Futures

### **808.01. SCOPE**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price.

### **808.02. FLOATING PRICE**

The Floating Price for each contract month will be equal to the Platts Inside FERC's Gas Market Report ("Platts IFERC") Dawn, Ontario Index ("Index") published in the first regular issue of the contract month minus the NYMEX (Henry Hub) Natural Gas Futures contract final settlement price for the corresponding contract month.

### **808.03. CONTRACT QUANTITY AND VALUE**

The contract quantity shall be 2,500 MMBtu (million British thermal units).

Transaction sizes for trading in any delivery month shall be restricted to whole number multiples of the number of calendar days in that contract month, provided however this restriction on transaction size does not apply to either Exchange of Futures for, or in Connection with Product (EFP) or Exchange of Futures for, or in Connection With Swap Transactions (EFS).

Each contract shall be valued as the contract quantity (2,500 MMBtu) multiplied by the settlement price.

### **808.04. CONTRACT MONTHS**

Transactions shall be conducted in such days as shall be determined by the Board of Directors.

### **808.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per MMBtu. The minimum price fluctuation shall be \$0.0001 per MMBtu. There shall be no maximum price fluctuation.

### **808.06. TERMINATION OF TRADING**

Trading shall cease on the last business day of the month prior to the contract month.

### **808.07. FINAL SETTLEMENT**

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month, provided, however, that in the event that the Floating Price is not available to the Exchange for any reason, the President or the President's designee, based on the best information available to the Exchange at the time, will determine a final settlement price, which in the judgment of staff, is intended to serve as the best substitute for the Floating Price.

### **808.08. RESERVED**

### **808.09. DISCLAIMER**

Platts, a division of The McGraw-Hill Companies, Inc. ("Platts"), licenses The New York Mercantile Exchange, Inc. ("NYMEX") to use various Platts' price assessments in connection with the trading of the contracts.

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## **Chapter 809**

### **WTI Houston vs. WTI Trade Month Futures**

#### **809100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **809101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the NYMEX WTI Houston Crude Oil Futures first nearby contract settlement price minus the NYMEX Light Sweet Crude Oil Futures first nearby contract settlement price for the Trade month period beginning with the first business day after the 25th calendar day two months prior to the contract month through the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, the Trade month period shall end on the first business day prior to the 25th calendar day.

The Floating Price is calculated using the common pricing convention. In calculating the spread differential, the monthly average for each component leg of the spread shall be calculated by using all trading days in the month for each component leg of the spread, followed by the calculation of the spread differential between the two averages.

#### **809102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **809102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

##### **809102.B. Trading Unit**

The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

##### **809102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.

##### **809102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **809102.E. Termination of Trading**

Trading shall cease at the close of trading on the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, trading shall cease on the first business day prior to the 25th calendar day.

#### **809103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.



## Chapter 810 WTI Houston vs. WTI Calendar Month Futures

### **810100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

### **810101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the NYMEX WTI Houston Crude Oil Futures first nearby contract settlement price minus the NYMEX Light Sweet Crude Oil Futures first nearby contract settlement price for each business day that both are determined during the contract month.

The Floating Price is calculated using the common pricing convention. In calculating the spread differential, the monthly average for each component leg of the spread shall be calculated by using all trading days in the month for each component leg of the spread, followed by the calculation of the spread differential between the two averages.

### **810102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

#### **810102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

#### **810102.B. Trading Unit**

The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

#### **810102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.

#### **810102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **810102.E. Termination of Trading**

Trading shall cease on the last business day of the contract month.

### **810103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

## Chapter 811 WTI Houston vs. Brent Trade Month Futures

### **811100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash

settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **811101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the NYMEX WTI Houston Crude Oil Futures first nearby contract settlement price minus ICE Brent Crude Oil Futures first nearby contract settlement price for the Trade month period beginning with the first business day after the 25th calendar day two months prior to the contract month through the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, the Trade month period shall end on the first business day prior to the 25th calendar day.

The settlement price of the first nearby contract month will be used except on the last day of trading for the expiring Brent Crude Oil Futures contract when the settlement price of the second nearby contract will be used.

The Floating Price is calculated using the non-common pricing convention. In calculating the spread differential, the monthly average for each component leg of the spread shall be calculated by using all trading days in the month for each component leg of the spread, followed by the calculation of the spread differential between the two averages.

#### **811102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **811102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

##### **811102.B. Trading Unit**

The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

##### **811102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.

##### **811102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **811102.E. Termination of Trading**

Trading shall cease at the close of trading on the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, trading shall cease on the first business day prior to the 25th calendar day.

#### **811103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

## Chapter 812 WTI Houston vs. Brent Calendar Month Futures

### **812100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

### **812101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the NYMEX WTI Houston Crude Oil Futures first nearby contract settlement price minus ICE Brent Crude Oil Futures first nearby contract settlement price for each business day during the contract month.

The settlement price of the first nearby contract month will be used except on the last day of trading for the expiring Brent Crude Oil Futures contract when the settlement price of the second nearby contract will be used.

The Floating Price is calculated using the non-common pricing convention. In calculating the spread differential, the monthly average for each component leg of the spread shall be calculated by using all trading days in the month for each component leg of the spread, followed by the calculation of the spread differential between the two averages.

### **812102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

#### **812102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

#### **812102.B. Trading Unit**

The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

#### **812102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.

#### **812102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **812102.E. Termination of Trading**

Trading shall cease on the last business day of the contract month.

### **812103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

## Chapter 814

### WTI Houston vs. Dated Brent (Platts) Calendar Month Futures

#### **814100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **814101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the NYMEX HWTI Houston Crude Oil Futures first nearby contract settlement price minus the mid-point between the high and low quotations for Brent (Dated) from the S&P Global Platts Crude Oil Marketwire under the heading Key Benchmarks for each business day during the contract month.

The Floating Price is calculated using the non-common pricing convention. In calculating the spread differential, the monthly average for each component leg of the spread shall be calculated by using all trading days in the month for each component leg of the spread, followed by the calculation of the spread differential between the two averages.

#### **814102. TRADING SPECIFICATIONS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **814102.A. Trading Schedule**

The hours of trading for this contract shall be determined by the Exchange.

##### **814102.B. Trading Unit**

The contract quantity shall be 1,000 U.S. barrels. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

##### **814102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel.

##### **814102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **814102.E. Termination of Trading**

Trading shall cease on the last business day of the contract month.

#### **814103. FINAL SETTLEMENT**

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

#### **814104. DISCLAIMER**

See [NYMEX/COMEX Chapter iv. \("DISCLAIMERS"\)](#) incorporated herein by reference.

## Chapter 815 WTI Houston Trade Month Average Price Option

### **815100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

### **815101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston Trade Month Average Price put or call option contract is a European-style Average Price option cash-settled on expiration day.

### **815102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

#### **815102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

#### **815102.B. Trading Unit**

A WTI Houston Trade Month Average Price Option is a cash-settled option. On expiration of a call option, the value will be the difference between the average daily settlement price during the Trade month period of the first nearby settlement price of the underlying NYMEX WTI Houston Crude Oil Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater. On expiration of a put option, the difference between the average daily settlement price during the Trade Month period of the first nearby settlement price of the underlying NYMEX WTI Houston Crude Oil Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater.

#### **815102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

#### **815102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

#### **815102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **815102.E. Expiration of Trading**

A WTI Houston Trade Month Average Price Option shall expire at the close of trading on the last business day that falls on or before the 25th calendar day of the month prior to the contract month. If the 25th calendar day is a weekend or holiday, trading shall cease on the first business day prior to the 25th calendar day. The expiration date shall be announced prior to the listing of the option contract.

#### **815102.F. Type of Option**

The option is a European-style Average Price option which can be exercised on expiration day.

### **815103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

## Chapter 816

### WTI Houston Calendar Month Average Price Option

#### **816100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for financial settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **816101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston Calendar Month Average Price put or call option contract is a European-style Average Price option cash-settled on expiration day.

#### **816102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **816102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

##### **816102.B. Trading Unit**

A WTI Houston Calendar Month Average Price Option is a cash-settled option. On expiration of a call option, the value will be the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying NYMEX WTI Houston Crude Oil Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater. On expiration of a put option, the difference between the average daily settlement price during the Trade Month period of the first nearby settlement price of the underlying NYMEX WTI Houston Crude Oil Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater.

##### **816102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

##### **816102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

##### **816102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **816102.E. Expiration of Trading**

A WTI Houston Calendar Month Average Price Option shall cease trading on the last business day of the contract month. The expiration date shall be announced prior to the listing of the option contract.

##### **816102.F. Type of Option**

The option is a European-style Average Price option which can be exercised on expiration day.

#### **816103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

## Chapter 817 WTI Houston vs. WTI Crude Oil Spread Option

### **817100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

### **817101. CONTRACT SPECIFICATIONS**

The Option is a cash settled European style Option contract which cannot be exercised prior to expiration. A Call Option represents the cash difference of the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Light Sweet Crude Oil Futures (CL) contract in the spread traded on the Exchange less the strike price multiplied by 1,000, or zero, whichever is greater. A Put Option contract traded on the Exchange will represent the cash difference between the strike price and the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Light Sweet Crude Oil Futures (CL) contract in the spread traded on the Exchange multiplied by 1,000, or zero, whichever is greater.

### **817102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

#### **817102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

#### **817102.B. Trading Unit**

A WTI Houston vs. WTI Crude Oil Spread Option is a cash settled option. On expiration of a call option, the value will be the difference of the settlement price of the front month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front month Light Sweet Crude Oil Futures (CL) contract in the spread traded on the Exchange less the strike price multiplied by 1,000, or zero, whichever is greater. On expiration of a put option, the value will be the difference between the strike price and the settlement price of the front month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front month Light Sweet Crude Oil Futures (CL) contract in the spread traded on the Exchange multiplied by 1,000, or zero, whichever is greater.

#### **817102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

#### **817102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

#### **817102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **817102.E. Expiration of Trading**

A WTI Houston vs. WTI Crude Oil Spread Option shall expire at the close of trading one business day immediately preceding the expiration of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread. The expiration date shall be announced prior to the listing of the option contract

#### **817102.F. Type of Option**

The option is a European style option which can be exercised on expiration day.

**817103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

**Chapter 818**  
**WTI Houston vs. WTI Calendar Month Average Price Option**

**818100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

**818101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston vs. WTI Calendar Month Average Price put or call option contract is a European-style Average Price option cash settled on expiration day.

**818102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

**818102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

**818102.B. Trading Unit**

A WTI Houston vs. WTI Calendar Month Average Price Option is a cash settled option. On expiration of a call option, the value will be the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. WTI Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater. On expiration of a put option, the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. WTI Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater.

**818102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

**818102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

**818102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

**818102.E. Expiration of Trading**

A WTI Houston vs. WTI Calendar Month Average Price Option shall cease trading on the last business day of the contract month. The expiration date shall be announced prior to the listing of the option contract.

**818102.F. Type of Option**

The option is a European-style Average Price option which can be exercised on expiration day.

**818103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.



## Chapter 819

### WTI Houston vs. Brent Crude Oil Spread Option

#### **819100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **819101. CONTRACT SPECIFICATIONS**

The Option is a cash settled European style Option contract which cannot be exercised prior to expiration. A Call Option represents the cash difference of the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Brent Last Day Financial Futures (BZ) contract in the spread traded on the Exchange less the strike price multiplied by 1,000, or zero, whichever is greater. A Put Option contract traded on the Exchange will represent the cash difference between the strike price and the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Brent Last Day Financial Futures (BZ) contract in the spread traded on the Exchange multiplied by 1,000, or zero, whichever is greater.

#### **819102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **819102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

##### **819102.B. Trading Unit**

A WTI Houston vs. Brent Crude Oil Spread Option is a cash settled option. On expiration of a call option, the value will be the difference of the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Brent Last Day Financial Futures (BZ) contract in the spread traded on the Exchange less the strike price multiplied by 1,000, or zero, whichever is greater. On expiration of a put option, the value will be the difference between the strike price and the settlement price of the front-month WTI Houston Crude Oil Futures (HCL) contract in the spread less the settlement price of the front-month Brent Last Day Financial Futures (BZ) contract in the spread traded on the Exchange multiplied by 1,000, or zero, whichever is greater.

##### **819102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

##### **819102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

##### **819102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **819102.E. Expiration of Trading**

A WTI Houston vs. Brent Crude Oil Spread Option shall expire at close of trading one business day immediately preceding the expiration of the front-month Brent Last Day Financial Futures (BZ) contract in the spread. The expiration date shall be announced prior to the listing of the option contract.

##### **819102.F. Type of Option**

The option is a European style option which can be exercised on expiration day.

**819103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

**Chapter 820**  
**WTI Houston vs. Brent Calendar Month Average Price Option**

**820100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

**820101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston vs. Brent Calendar Month Average Price put or call option contract is a European-style Average Price option cash-settled on expiration day.

**820102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

**820102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

**820102.B. Trading Unit**

A WTI Houston vs. Brent Calendar Month Average Price Option is a cash-settled option. On expiration of a call option, the value will be the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. Brent Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater. On expiration of a put option, the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. Brent Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater.

**820102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

**820102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

**820102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

**820102.E. Expiration of Trading**

A WTI Houston vs. Brent Calendar Month Average Price Option shall cease trading on the last business day of the contract month. The expiration date shall be announced prior to the listing of the option contract.

**820102.F. Type of Option**

The option is a European-style Average Price option which can be exercised on expiration day.

**820103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

## Chapter 822

### WTI Houston vs. Dated Brent (Platts) Average Price Option

#### **822100. SCOPE OF CHAPTER**

The provisions of these rules shall apply to all option contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

#### **822101. CONTRACT SPECIFICATIONS**

The Floating Price shall be determined following the expiration of trading. A WTI Houston vs. Dated Brent (Platts) Average Price put or call option contract is a European-style Average Price option cash settled on expiration day.

#### **822102. OPTION CHARACTERISTICS**

The number of months open for trading at a given time shall be determined by the Exchange.

##### **822102.A. Trading Schedule**

The hours of trading shall be determined by the Exchange.

##### **822102.B. Trading Unit**

A WTI vs. Dated Brent (Platts) Average Price Option is a cash settled option. On expiration of a call option, the value will be the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. Dated Brent (Platts) Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater. On expiration of a put option, the difference between the average daily settlement price during the calendar month of the first nearby settlement price of the underlying WTI Houston vs. Dated Brent (Platts) Calendar Month Futures and the strike price multiplied by 1,000 barrels, or zero whichever is greater.

##### **822102.C. Price Increments**

Prices shall be quoted in dollars and cents per barrel and prices shall be in multiples of one (1) cent per barrel. A cabinet trade may occur at a price of \$0.001 per barrel, or \$1.00.

##### **822102.D. Special Price Fluctuation Limits**

At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.

##### **822102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

##### **822102.E. Expiration of Trading**

A WTI Houston vs. Dated Brent Average Price Option shall cease trading on the last business day of the contract month. The expiration date shall be announced prior to the listing of the option contract.

##### **822102.F. Type of Option**

The option is a European-style Average Price option which can be exercised on expiration day.

**822103. EXERCISE PRICES**

Transactions shall be conducted for option contracts as set forth in Rule 300.20.

**822104. DISCLAIMER**

See [NYMEX/COMEX Chapter iv. \("DISCLAIMERS"\)](#) incorporated herein by reference.

## Appendix B

### NYMEX Rulebook

(deletions struck through)

(Effective November 19, 2021)

### **Chapter 201** **WTI Houston Crude Oil Futures**

#### **201100. SCOPE OF CHAPTER**

~~This chapter is limited in application to WTI Houston Crude Oil futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.~~

~~The provisions of these rules shall apply to all light sweet crude oil bought or sold for physical delivery on the Exchange with delivery in Houston, Texas.~~

~~The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical crude oil, respectively.~~

~~For purposes of these rules, unless otherwise specified, times referred to herein shall refer to and indicate New York time.~~

#### **201101. CONTRACT SPECIFICATIONS**

~~The contract grade for delivery on futures contracts shall be "crude oil" which shall mean a mixture of hydrocarbons that exists in a liquid phase in natural underground reservoirs and remains liquid at atmospheric pressure after passing through surface separating facilities. Crude oil as used herein refers to the direct liquid hydrocarbon production from oil wells, or a blend of such, in its natural form, not having been enhanced or altered in any manner or by any process that would result in misrepresentation of its true value for adaptability to refining as whole crude petroleum. For the purposes of this contract, condensates are excluded from the definition of crude petroleum.~~

~~WTI type light sweet crude oil meeting all of the following specifications and designations shall be deliverable in satisfaction of futures contract delivery obligations under this rule:~~

##### **201101.A. Deliverable Crude Oil Streams**

~~Blends of West Texas Intermediate ("WTI") type light sweet crude streams are deliverable if such blends constitute a designated "common stream" shipment which meets the quality specifications defined below. Enterprise Products Partners LP's (including any successor in such capacity, "Enterprise") common streams that meet quality specifications in Sections 201101.B.1.-9. of this rule shall be deliverable as follows:~~

##### **201101.B. Quality Specifications**

- ~~1. Sulfur: 0.20% or less by weight as determined by ASTM Standard D-4294, or its latest revision;~~
- ~~2. Gravity: Not less than 40 degrees American Petroleum Institute ("API"), nor more than 44 degrees API as determined by ASTM Standard D-287, or its latest revision;~~
- ~~3. Viscosity: Maximum 60 Saybolt Universal Seconds at 100 degrees Fahrenheit as measured by ASTM Standard D-445 and as calculated for Saybolt Seconds by ASTM Standard D-2161;~~
- ~~4. Reid vapor pressure: Less than 9.5 pounds per square inch at 100 degrees Fahrenheit, as determined by ASTM Standard D-5191-96, or its latest revision;~~
- ~~5. Basic Sediment, water and other impurities: Less than 1% as determined by ASTM D-96-88 or D-4007, or their latest revisions;~~
- ~~6. Pour Point: Not to exceed 50 degrees Fahrenheit as determined by ASTM Standard D-97;~~
- ~~7. Micro Method Carbon Residue: 2.40% or less by mass; as determined by ASTM Standard D4530-15, or its latest revision;~~

8. ~~Total Acid Number (TAN): 0.28 mg KOH/g or less as determined by the first inflection point; using ASTM Standard D664-11a (2017), or its latest revision;~~
9. ~~Nickel + Vanadium: Maximum 3 parts per million (ppm) combined by mass; as determined by ASTM Standard D5708-15, Test Method B, or its latest revision.~~

## **201102. TRADING SPECIFICATIONS**

~~Trading in WTI Houston Crude Oil futures is regularly conducted in all calendar months. The number of months open for trading at a given time shall be determined by the Exchange.~~

### **201102.A. Trading Schedule**

~~The hours for trading shall be determined by the Exchange.~~

### **201102.B. Trading Unit**

~~The unit of trading shall be 1,000 U.S. barrels (42,000 U.S. gallons). Except for delivery made by book-out, in-tank transfer, or in-line transfer pursuant to Section 104, a tolerance of two percent (2%) above or below (1,020 U.S. Barrels or 980 U.S. Barrels) the contract unit is permitted. All volumes shall be determined at 60°F.~~

### **201102.C. Price Increments**

~~The minimum price fluctuation shall be \$0.01 (1 cent) per barrel. Prices shall be quoted in dollars and cents per barrel.~~

### **201102.D. Special Price Fluctuation Limits**

~~At the commencement of each trading day, the contract shall be subject to special fluctuation limits as set forth in Rule 589 and in the Special Price Fluctuation Limits Table in the Interpretations & Special Notices Section of Chapter 5.~~

### **201102.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

~~The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.~~

~~A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.~~

~~Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.~~

### **201102.F. Termination of Trading**

~~No trades in WTI Houston Crude Oil futures in the expiring contract month shall be made after the third business day prior to the twenty-fifth calendar day of the month preceding the delivery month for such expiring contract. If the twenty-fifth calendar day of the month is a non-business day, trading shall cease on the third business day prior to the last business day preceding the twenty-fifth calendar day of the month preceding the delivery month. Any contracts remaining open after the last day of trading must be either:~~

- ~~(a) Settled by delivery which shall take place no earlier than the first calendar day of the delivery month and shall be completed no later than the last calendar day of the delivery month; or~~
- ~~(b) Liquidated by means of a bona fide Exchange of Futures for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted at any time before 2:00 p.m. on the first business day following termination of trading in an expired futures contract, provided, however, that an EFRP which establishes a futures position for either the buyer or the seller shall not be permitted following the termination of trading of an expired futures contract.~~

## **201103. INSPECTION**

~~Inspection of product shall be conducted in accordance with pipeline practices. A buyer or seller may appoint an inspection company to inspect the quality of product delivered. The buyer or seller who requests inspection shall notify the seller or buyer that such inspection will take place. The buyer or seller who requests inspection shall pay the costs of the inspection.~~

## **201104. DELIVERY**

~~Delivery shall be made free on board ("F.O.B.") at Enterprise Crude Pipeline LLC's ("ECPL") ECHO crude oil terminal ("ECHO") or ECPL's Genoa Junction crude oil terminal ("Genoa Junction") or~~

~~Enterprise Houston Ship Channel LLC's marine terminal ("EHSC") or ECPL's Moore Road terminal ("Moore Road") in the Houston, Texas area. Delivery shall be made in accordance with all applicable Federal executive orders and all applicable Federal, State and local laws and regulations. The seller shall provide crude oil which is free from all liens, encumbrances, unpaid taxes, fees and other charges.~~

~~For the purposes of this rule, the term F.O.B. shall mean a delivery in which the seller: (1) provides WTI type light sweet crude oil at the point of connection between seller's incoming and buyer's outgoing pipeline or storage facility; and (2) seller retains title to, and bears the risk of loss for the crude oil to the point of delivery. Delivery at ECHO will be delivered at par to the final settlement price. Buyers that nominate to take delivery at EHSC, Genoa Junction, or Moore Road shall be subject to a service fee as administered by Enterprise.~~

~~The buyer and seller shall each nominate one of the Enterprise facilities for delivery of crude oil and at buyer's option such delivery shall be made by any of the following methods: (1) by interfacility transfer ("pumpover") into one of the four designated Enterprise facilities; (2) by in-line (or in-system) transfer, or book-out of title to the buyer; or (3) if the seller agrees to such transfer and if the facility used by the seller allows for such transfer, without physical movement of product, by in-tank transfer of title to the buyer. Buyer retains title to, and bears the risk of loss for the crude oil at and from the point of delivery. The seller shall nominate ECHO, Genoa Junction, or EHSC for delivery of crude oil.~~

~~Buyers and sellers that take or make delivery at ECHO will be subject to no additional service fee by Enterprise. Buyers that take delivery at EHSC or Genoa Junction or Moore Road will be subject to an additional service fee by Enterprise, payable by the buyer.~~

~~Upon accepting delivery under the contract at ECHO, a buyer may be eligible for the optional redelivery of its crude oil onto the buyer's vessel at the EHSC marine terminal in accordance with Rule 201110 and the terms and conditions of a Dock Space Allocation Certificate posted by the Exchange.~~

## **201105. DELIVERY PROCEDURES**

### **201105.A. Responsibilities of Clearing Members Having Open Long Positions**

#### **1. Notice of Intention to Accept**

~~Exchange clearing members having open long positions shall provide the Clearing House with a Notice of Intention to Accept delivery by 3:00 p.m. on the first business day after the final day of trading. The Notice of Intention to Accept must be in the form prescribed by the Exchange and must be properly completed and indicate the name(s) of the buyer(s), the number of contracts to be accepted, facility designated for receipt of crude oil and any additional information as may be required by the Exchange.~~

#### **2. Delivery Instructions**

~~On the first business day following Notice Day, the buyer's clearing member shall provide the seller's clearing member and the Exchange with properly completed Delivery Instructions in the form prescribed by the Exchange. Such Delivery Instructions must include the following information:~~

- ~~a. Name of seller(s);~~
- ~~b. Tender number;~~
- ~~c. Name of one of four Enterprise facilities designated for delivery;~~
- ~~d. Number of contracts;~~
- ~~e. Method of delivery, e.g., by interfacility transfer, in-line transfer, book-out, or in-tank transfer;~~
- ~~f. Such additional information as may be required by the Exchange.~~

### **201105.B. Responsibilities of Clearing Members Having Open Short Positions**

#### **1. Notice of Intention to Deliver**

~~Exchange clearing members having open short positions shall provide the Clearing House with a Notice of Intention to Deliver by 3:00 p.m. on the first business day after the final day of trading. The Notice of Intention to Deliver must be in the form prescribed by the Exchange, and must be properly completed and indicate the name(s) of the seller(s) and the number of contracts to be delivered. The seller(s) shall designate ECHO, Genoa Junction, or EHSC for delivery and shall also provide any additional information as may be required by the Exchange.~~

#### **201105.C. Amendment of Delivery Instructions**

~~Notwithstanding the foregoing, at any time prior to the twenty-fifth calendar day of the month preceding the delivery month (if the twenty-fifth calendar day of the month is a non-business day, then at any time prior to the last business day preceding the twenty-fifth calendar day of the month preceding the delivery month), the buyer(s) and the seller(s) may, by mutual agreement, elect to change the delivery terms with respect to the method of delivery, the timing of delivery, and the designation of the buyer(s) and/or seller(s) delivery facility.~~

~~Any such changes must be made on the form prescribed by the Exchange. Any changes made with respect to the foregoing must be made in conformance with all contract requirements and specifications.~~

#### **201105.D. Final Settlement Price**

~~The final settlement price shall be the basis for delivery.~~

#### **201105.E. Notice Day**

~~The Clearing House shall allocate Delivery Notices and Notices of Intention to Accept by matching facility and size of positions to the extent possible. On the morning of the next business day, the Clearing House shall provide copies of the notices to the respective clearing members. The day on which the notices are provided to the clearing members shall be referred to as the Notice Day. The Notice Day shall be the second business day after the final day of trading.~~

#### **201105.F. Non-Transferable**

~~The clearing member who receives a Delivery Notice or a Notice of Intention to Accept from the Clearing House shall be deemed to have agreed to accept or deliver product. Delivery Notices and Notices of Intention to Accept are not transferable.~~

### **201106. TIMING OF DELIVERY**

~~Delivery shall take place no earlier than the first calendar day of the delivery month and shall be completed no later than the last calendar day of the delivery month.~~

~~It is the obligation of the seller's clearing member to ensure that the seller's crude oil receipts are available to begin flowing ratably by the first day of the delivery month, in accordance with generally accepted pipeline scheduling practices.~~

~~Transfer of Title - The seller shall give the buyer a pipeline ticket, if applicable, any other quantitative certificates and all appropriate documents upon receipt of payment.~~

~~The seller shall provide preliminary confirmation of title transfer at the time of delivery in electronic format or other appropriate form of documentation.~~

### **201107. DELIVERY MARGINS AND PAYMENT**

#### **201107.A. Definitions**

~~For the purposes of this Section 107,~~

~~"Payment Date" shall mean the twentieth day of the month following the delivery month or if such date is a Saturday or an Exchange or New York bank holiday other than Monday, payment shall be made on the preceding day which is not an Exchange or New York bank holiday. If such day is a Sunday or an Exchange or New York bank holiday which occurs on a Monday, payment shall be made on the next day which is not an Exchange or New York bank holiday.~~

#### **201107.B. Margin**

~~On the third business day following the last day of trading, the clearing member shall obtain from any buyer margin equal to the full value of the product to be delivered, and the clearing member shall obtain from any seller margin in an amount fixed, from time to time, by the Exchange.~~

~~The buyer's clearing member and the seller's clearing member shall deposit with the Clearing House margins in such amounts and in such form as required by the Exchange. Such margins shall be returned on the business day following notification to the Exchange that delivery and payment have been completed.~~

#### **201107.C. Payment**

~~No later than 12:00 p.m. on the third business day prior to the Payment Date, the seller shall advise its clearing member of the name and address of the bank, and the name of the account to which payment shall be made. The clearing member shall advise the opposite clearing member who shall advise the buyer. On the Payment Date, the buyer shall pay the short contract value by federal funds wire transfer to the account of the seller at the bank nominated by the seller. The term "contract~~



value" shall mean the amount equal to the settlement price on the last day of trading in a futures contract times one thousand (1,000) times the number of contracts to be delivered.

No later than 12:00 p.m. on the Payment Date, the buyer shall advise its clearing member of the federal funds wire transfer number and the name of the sending bank. The clearing member representing the buyer shall advise the opposite clearing member who shall similarly advise the seller.

No later than the business day following the Payment Date, the seller shall advise its clearing member of receipt of payment, who shall deliver a notice of payment to the clearing member representing the buyer and the Clearing House no later than the business day following the Payment Date. Upon receipt of such notice, the delivery shall be complete.

Any payment made on the required Payment Date shall be based on volume actually delivered, determined at 60°F. If quantitative results are unavailable prior to the time established in the rules for payment of the product, a pro forma payment based on 1,000 U.S. barrels per contract shall be made. Payment adjustments based on the actual quantity transferred shall be completed by 12:00 p.m. on the fifth business day after initial payment.

In the event that the seller's clearing member receives notification that payment has not been received, the seller's clearing member shall advise the Exchange in writing. On the following business day, unless the buyer or the buyer's clearing member has advised the Exchange in writing that the seller failed to deliver, the Exchange shall liquidate the margins held and, when the liquidation is complete, shall pay the seller's clearing member which shall pay its seller. If the buyer or the buyer's clearing member has advised the Exchange in writing that the seller failed to deliver, the matter shall be deemed a failure to deliver pursuant to Rule 714.

#### **201108. VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any inspection certificate, Notice of Intention to Deliver, Notice of Intention to Accept, check or any document or instrument delivered pursuant to these rules.

#### **201109. ALTERNATIVE DELIVERY PROCEDURE**

A seller and buyer matched by the Exchange under Section 105.E. may agree to make and take delivery under terms or conditions which differ from the terms and conditions prescribed by this Chapter. In such a case, clearing members shall execute an Alternative Notice of Intention to Deliver on the form prescribed by the Exchange and shall deliver a completed and executed copy of such notice to the Exchange. The delivery of an executed Alternative Notice of Intention to Deliver to the Exchange shall release the clearing members and the Exchange from their respective obligations under the rules of this Chapter and any other rules regarding physical delivery.

In executing such notice, clearing members shall indemnify the Exchange against any liability, cost or expense the Exchange may incur for any reason as a result of the execution, delivery, or performance of such contracts or such agreement, or any breach thereof or default thereunder. Upon receipt of an executed Alternative Notice of Intention to Deliver, the Exchange will return to the clearing members all margin monies held for the account of each with respect to the contracts involved.

#### **201110. HCL DOCK ALLOCATIONS PROCEDURES AT BUYER'S REQUEST**

##### **20110.A. Dock Space Allocation Run Process**

1. The Exchange may conduct an Allocation Run for clearing member customers ("Customers") from time to time for available dock space at Enterprise Houston Ship Channel, L.P.'s ("EHSCLP") marine terminal located at 15602 Jacintoport Boulevard near the Houston Ship Channel in Harris County, Texas ("Terminal").
2. An Allocation Run is a supplementary and optional service provided by the Exchange that allocates available dock space at the Terminal for the receipt of redelivery services at a fixed per barrel fee.
3. Use of dock space and the receipt of redelivery services at the Terminal will be subject to and must occur pursuant to the terms of an executed Terminal Services Agreement between EHSCLP and the buyer ("Houston TSA").
4. Allocations of dock space for redelivery services will be documented by the Exchange through Dock Space Allocation Certificates offered by EHSCLP through the Exchange ("Certificates").

- ~~5. Dock space may be used for the loading of crude oil redelivered to the Terminal from ECHO for subsequent loading at the Terminal onto a vessel in a quantity that comprises a full cargo (subject to an operational loading tolerance as set forth in the Houston TSA).~~
- ~~6. The rights afforded under this Rule 201110 are limited to the person or entity that holds a validly executed Certificate at the time of redemption (such person or entity, the "Ultimate Holder"); provided that such rights are further subject to, and limited by, the terms and conditions set forth in the Certificate.~~

#### **201110.B. Participation**

- ~~1. Eligible Customers may elect to participate in an Allocation Run in accordance with this Rule 201110.~~
- ~~2. Customers that intend to participate in an Allocation Run must complete the Allocation Run onboarding documents specified by the Exchange, in addition to any onboarding documents required by EHSCLP as more particularly described in the Certificate and the Houston TSA.~~
- ~~3. Customers must provide a completed and signed copy of the Exchange's required Allocation Run onboarding documents to their clearing member.~~
- ~~4. In order to participate in an Allocation Run, a clearing member must provide a copy of its Customer's onboarding documents to the Exchange no later than 3:00 p.m. on the second business day preceding the first Allocation Run in which the Customer intends to participate.~~
- ~~5. Prior to submitting its Customer's onboarding documents to the Exchange, the clearing member must verify that the Customer:
  - ~~a. has completed and signed the onboarding documents; and~~
  - ~~b. is permitted by the clearing member to clear the contract with the clearing member.~~~~
- ~~6. Upon receiving a Customer's request, the clearing member must notify the Exchange in the form and manner prescribed by the Exchange of an eligible Customer's intent to participate in an Allocation Run no later than 11:00 a.m. on the day of the scheduled Allocation Run.~~

#### **201110.C. Scheduling an Allocation Run**

- ~~1. An Allocation Run will be scheduled and conducted at 12:00 p.m. on the 15<sup>th</sup> day of the second month preceding the delivery month or the preceding business day if such day is not a business day.~~
- ~~2. The Exchange will post the dock space offered for allocation, in terms of decades, for the applicable contract delivery month, and the per barrel rate for terminal services to the Exchange's website no later than 12:00 p.m. on the 2<sup>nd</sup> business day preceding a scheduled Allocation Run.~~
- ~~3. As used herein, a decade will generally be a ten (10) consecutive day period, such that with respect to the contract's delivery month:
  - ~~a. the first period for allocated dock space will be for a decade comprised of the 11<sup>th</sup> through the 20<sup>th</sup> calendar days of the delivery month; provided that if the delivery month is February, then such decade will be comprised of the 10<sup>th</sup> through the 18<sup>th</sup> calendar days thereof;~~
  - ~~b. the second period for allocated dock space will be for a decade comprised of all remaining calendar days after the 20<sup>th</sup> calendar day of the delivery month; provided that if the delivery month is February, then such decade will be comprised of the remaining calendar days after the 18<sup>th</sup> calendar day thereof; and~~
  - ~~c. the third period for allocated dock space will be for a decade comprised of the 1<sup>st</sup> through the 10<sup>th</sup> calendar days of the calendar month following the delivery month; provided that if the calendar month following the delivery month is February, then such decade will be comprised of the 1<sup>st</sup> through the 9<sup>th</sup> calendar days thereof.~~~~
- ~~4. EHSCLP, through the Exchange, will specify the number of dock space windows offered in each applicable decade prior to the scheduled Allocation Run. An Allocation Run will assign such dock space windows to participating Customers in accordance with the algorithm that the Exchange will publish prior to the scheduled Allocation Run.~~

#### **201110.D. Certificates**

- ~~1. After the completion of an Allocation Run, the Exchange will provide a Certificate in the form and manner prescribed by the Exchange to an allocation participant that has been allocated dock space.~~
- ~~2. The allocation participant must execute and acknowledge acceptance of a Certificate issued~~

to it, in the form and manner prescribed by the Exchange, no later than 3:00 p.m. two business days following the completion of the Allocation Run; provided that such Certificate will be deemed effective as against such allocation participant upon its issuance.

3. A Certificate will specify the allocation's terms and the decade allocated, the applicable contract delivery month, and the fixed per barrel fee for EHSC dock space and the terminal services to be provided.
4. A Certificate shall remain effective until its date of expiration, which shall be at 12:00 p.m. on a day that is two business days preceding the 15<sup>th</sup> day of the month preceding the delivery month.

#### **201110.E. Certificate Redemption Process**

1. The Ultimate Holder of a Certificate may, but is not obligated to, redeem the Certificate with respect to the dock space reserved pursuant to the Certificate for the redelivery of crude oil delivered during decade specified in the Certificate.
2. In order to redeem the Certificate, the Ultimate Holder must notify the clearing member in writing of the Ultimate Holder's intent to redeem and the size of the "Cargo Volume" (as defined in the Certificate) that the Ultimate Holder intends to nominate, which Cargo Volume must be between 650,000 and 850,000 barrels.
3. Such redemption notice must be provided to the Customer's clearing member on a business day that is on or prior to the Certificate's date of expiration.
4. Upon receipt of the Ultimate Holder's notice of redemption, the clearing member shall notify the Exchange including of the relevant nominated Cargo Volume in the form and manner prescribed by the Exchange no later than 3:00 p.m. on the same day.
5. Promptly following receipt of a timely provided redemption notice, and being timely notified of the relevant Cargo Volume, the Exchange will notify EHSCLP in writing that the Ultimate Holder has redeemed the Certificate, as well as the Cargo Volume nominated thereby.
6. Within two business days following EHSCLP's receipt of notice from the Exchange that the Ultimate Holder has delivered a valid redemption notice, the Ultimate Holder and EHSCLP will, in the form and manner prescribed by the Exchange, enter into a binding Houston TSA with respect to the nominated Cargo Volume. Establishment of the two-day laycan window thereafter, and the other terms and provisions on which the product will be redelivered, will be made pursuant to such Houston TSA.
7. Without limiting Rule 201110.G., if the Ultimate Holder does not redeem its rights under a Certificate, then the Ultimate Holder shall notify its clearing member who shall in turn notify the Exchange, in the form and manner prescribed by the Exchange, thereof no later than 3:00 p.m. on the Certificate's date of expiration.

#### **201110.F. Sales through Assignment of Certificates**

1. As an alternative to using a Certificate to enable redelivery, a Certificate holder may hold the Certificate through the Certificate's date of expiration without use or sell the Certificate to an Eligible Purchaser (as defined in the Certificate) through an assignment. In no event may the holder of a Certificate sell or assign such Certificate to a person or entity that is not an Eligible Purchaser.
2. In order to be valid, the sale of a Certificate must occur on or prior to the Certificate's date of expiration and in accordance with this Rule and the terms of the Certificate.
3. All rights and obligations of a Certificate, including the obligation to pay a terminal services fee, will pass from the Certificate's seller/assignor to the Certificate's purchaser/assignee upon the valid sale of a Certificate.
4. The seller/assignor and purchaser/assignee of a Certificate must notify the Exchange in writing on the date of assignment or the immediately following business day if such day is not a business day and sign the Certificate's Assignment Agreement in the form and manner prescribed by the Exchange.
5. On the same day on which such notice of assignment is provided to the Exchange, the Exchange will record the transfer of ownership and provide an updated Certificate to the purchaser/assignee, subject to receiving sufficient information from the Customers (which information shall be provided upon the Exchange's request).

#### **201110.G. Terminal Services Fee**

1. The terminal services fee specified in a Certificate becomes payable by the holder that has been issued a Certificate, or the Ultimate Holder, as applicable, under the terms of the Certificate if such holder does not enter into to the Houston TSA with EHSCLP in accordance

~~with the terms of the Certificate.~~

- ~~2. The terminal services fee specified in a Certificate becomes payable by the holder that has been issued a Certificate, or the Ultimate Holder, as applicable, under the terms of the Terminal Services Agreement when such holder enters into the Houston TSA with EHSCLP.~~
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