

**SUBMISSION COVER SHEET**

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

Registered Entity Identifier Code (optional): 17-302

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): 08/14/17 Filing Description: Delisting of Nine (9) Energy Futures Contracts

**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.

August 14, 2017

**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. Notification Regarding the Delisting of Nine (9) Energy Futures Contracts.  
NYMEX Submission No. 17-302**

Dear Mr. Kirkpatrick:

New York Mercantile Exchange, Inc. (“NYMEX” or “Exchange”) is notifying the Commodity Futures Trading Commission (“CFTC” or “Commission”) that it is self-certifying the delisting of nine (9) energy futures contracts (the “Contracts”), effective immediately as set out in the table below.

Contract Title	Clearing Code	CME Globex Code	Rulebook Chapter
ICE Brent (Singapore Marker) vs. DME Oman Crude Oil Swap Futures	BSG	BSG	123
DME Oman Crude Oil Swap Futures	DOO	DOO	124
DME Oman Crude Oil BALMO Swap Futures	DOB	DOB	125
ICE Brent vs. DME Oman Crude Oil Swap Futures	DBO	DBO	126
Singapore Mogas 92 Unleaded (Platts) vs. DME Oman Crude Oil Swap Futures	DNB	DNB	127
Singapore Gasoil (Platts) vs. DME Oman Crude Oil Swap Futures	DZB	DZB	128
DME Oman Crude Oil Average Price Option	DOA	DOA	131
DME Oman Crude Oil vs. Dubai (Platts) Swap Futures	DPO	DPO	340
Singapore Jet Kerosene (Platts) vs. DME Oman Crude Oil Swap Futures	DRK	RKZ	1224

There is no open interest in the Contracts. The Contracts will be delisted from the CME Globex electronic trading platform and CME ClearPort, the venues on which they were listed.

The product rule chapters and terms and conditions contained in the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 (Trading Qualifications and Practices) of the NYMEX Rulebook were removed (See Appendix B: attached under separate cover).

Appendix A provides amendments to the applicable NYMEX Rulebook Chapters 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 the following Core Principles as being potentially impacted:

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

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.6(a), the Exchange hereby certifies that the delisting of the Contracts complies 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 contact the undersigned at (212) 299-2200 or via email at [CMEGSubmissionInquiry@cmegroup.com](mailto:CMEGSubmissionInquiry@cmegroup.com).

Sincerely,

/s/Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments: Appendix A – Amendments to NYMEX Rulebook Chapters  
Appendix B – Position Limit, Position Accountability, and Reportable Level Table in Chapter 5 of the NYMEX Rulebook (attached under separate cover)

## Appendix A

### NYMEX Rulebook

(Deletions are struck through.)

#### Chapter 123

#### **ICE Brent (Singapore Marker) vs. DME Oman Crude Oil Swap Futures**

##### **123.01. 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.~~

##### **123.02. FLOATING PRICE**

~~(A) The Floating Price for each contract month is the arithmetic average of the ICE Brent Crude Oil Futures first nearby contract marker price using the one minute Singapore marker price minus the arithmetic average of the DME Oman Crude Oil Futures first nearby contract settlement price calculated as of 16:30 (Singapore time) each business day during the contract month (using non-common pricing), except as noted in (B) below.~~

~~(B) The marker price of the first nearby contract month will be used except on the last day of trading for the expiring ICE Brent Crude Oil Futures contract when the one minute Singapore marker price of the second nearby ICE Brent Futures contract will be used.~~

##### **123.03. CONTRACT QUANTITY AND VALUE**

~~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.~~

##### **123.04. CONTRACT MONTHS**

~~Trading shall be conducted in contracts in such months as shall be determined by the Exchange.~~

##### **123.05. PRICES AND FLUCTUATIONS**

~~Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.~~

##### **123.06. TERMINATION OF TRADING**

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

##### **123.07. FINAL SETTLEMENT**

~~Delivery under this 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 as of 16:30 (Singapore time) on the last trading day for each contract month.~~

##### **123.08. EXCHANGE FOR RELATED POSITION**

~~Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.~~

##### **123.09. DISCLAIMER**

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~~SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.~~

## **Chapter 124**

### **DME Oman Crude Oil Swap Futures**

#### **124.01. 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.~~

#### **124.02. FLOATING PRICE**

~~The Floating Price for each contract month is equal to the arithmetic average of the DME Oman Crude Oil futures contract settlement prices for the contract month that is the first nearby month calculated as of 16:30 (Singapore time) for each trading day that such settlement price is determined.~~

#### **124.03. CONTRACT QUANTITY AND VALUE**

~~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.~~

#### **124.04. CONTRACT MONTHS**

~~Trading shall be conducted in contracts in such months as shall be determined by the Exchange.~~

#### **124.05. PRICES AND FLUCTUATIONS**

~~Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.~~

#### **124.06. TERMINATION OF TRADING**

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

#### **124.07. FINAL SETTLEMENT**

~~Delivery under this 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 as of 16:30 (Singapore time) on the last Trading Day for each contract month.~~

#### **124.08. EXCHANGE FOR RELATED POSITION**

~~Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.~~

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## Chapter 125 DME Oman Crude Oil BALMO Swap Futures

### **125.01. 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.

### **125.02. FLOATING PRICE**

The Floating Price for each contract month is equal to the balance of month of the DME Oman Crude Oil Futures contract Settlement Price for the contract month that is the First Nearby Month starting from the selected start date through the end of the contract month, inclusively. The settlement price shall be calculated as of 16:30 (Singapore time) for each Trading Day that such Settlement Price is determined.

### **125.03. CONTRACT QUANTITY AND VALUE**

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.

### **125.04. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

### **125.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.

### **125.06. TERMINATION OF TRADING**

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

### **125.07. FINAL SETTLEMENT**

Delivery under this 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 as of 16:30 (Singapore time) on the last Trading Day for each contract month.

### **125.08. EXCHANGE FOR RELATED POSITION**

Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.

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## Chapter 126 ICE Brent vs. DME Oman Crude Oil Swap Futures

### **126.01. 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.

### **126.02. FLOATING PRICE**

(A) The Floating Price for each contract month is the arithmetic average of the ICE Brent Crude Oil Futures first nearby contract settlement price minus the DME Oman Crude Oil Futures first nearby contract settlement price calculated as of 16:30 (Singapore time) for each business day during the contract month (using non-common pricing), except as noted in (B) below.

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

### **126.03. CONTRACT QUANTITY AND VALUE**

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.

### **126.04. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

### **126.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.

### **126.06. TERMINATION OF TRADING**

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

### **126.07. FINAL SETTLEMENT**

Delivery under this 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 as of 16:30 (Singapore time) on the last trading day for each contract month.

### **126.08. EXCHANGE FOR RELATED POSITION**

Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.

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## Chapter 127

### ~~Singapore Mogas 92 Unleaded (Platts) vs. DME Oman Crude Oil Swap Futures~~

#### ~~127.01. 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.~~

#### ~~127.02. FLOATING PRICE~~

~~The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the high and low quotations from the Platts Oilgram Price Report for Singapore Mogas 92 Unleaded Gasoline minus the DME Oman Crude Oil Futures 1st nearby contract settlement price as of 16:30 (Singapore time) for each business day during the contract month (using Non-common pricing).~~

#### ~~127.03. CONTRACT QUANTITY AND VALUE~~

~~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.~~

#### ~~127.04. CONTRACT MONTHS~~

~~Trading shall be conducted in contracts in such months as shall be determined by the Exchange.~~

#### ~~127.05. PRICES AND FLUCTUATIONS~~

~~Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.~~

#### ~~127.06. TERMINATION OF TRADING~~

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

#### ~~127.07. FINAL SETTLEMENT~~

~~Delivery under this 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.~~

#### ~~127.08. EXCHANGE FOR RELATED POSITION~~

~~Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.~~

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## **Chapter 128**

### **Singapore Gasoil (Platts) vs. DME Oman Crude Oil Swap Futures**

#### **128.01. 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.

#### **128.02. FLOATING PRICE**

The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the high and low quotations from the Platts *Asia-Pacific Marketscan* for Singapore Physical Cargoes of Gasoil minus the DME Oman Crude Oil Futures 1st nearby contract settlement price as of 16:30 (Singapore time) for each business day during the contract month (using Non-common pricing).

#### **128.03. CONTRACT QUANTITY AND VALUE**

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.

#### **128.04. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **128.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.

#### **128.06. TERMINATION OF TRADING**

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

#### **128.07. FINAL SETTLEMENT**

Delivery under this 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.

#### **128.08. EXCHANGE FOR RELATED POSITION**

Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.

#### **128.09. DISCLAIMER**

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## **Chapter 131**

### **DME Oman Crude Oil Average Price Option**

#### **131.01 EXPIRATION**

~~A DME Oman Crude Oil Average Price Option shall expire on the last business day of the contract month.~~

#### **131.02 TYPE OF OPTION**

~~A DME Oman Crude Oil Average Price Option contract is a financially settled European-style option. The option cannot be exercised prior to expiration.~~

#### **131.03 TRADING UNIT**

~~On expiration of a call option, the option will be financially settled by subtracting the strike price from the underlying settlement price of the DME Oman Crude Oil Swap Futures contract times 1,000 barrels, or zero, whichever is greater. On expiration of a put option, the option will be financially settled by subtracting the underlying settlement price of the DME Oman Crude Oil Swap Futures contract from the strike price times 1,000 barrels, or zero, whichever is greater.~~

#### **131.04 STRIKE PRICES**

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

#### **131.05 TRADING MONTHS**

~~Trading shall be conducted in the months determined by the Exchange.~~

#### **131.06 PRICES**

~~Prices shall be quoted in dollars and cents per barrel. The minimum price increment will be one-hundredth cent (\$0.001) per barrel.~~

#### **131.07 ABSENCE OF PRICE FLUCTUATION LIMITATIONS**

~~Trading in DME Oman Crude Oil Average Price Option shall not be subject to price fluctuation limitations.~~

## **Chapter 340**

### **DME Oman Crude Oil vs. Dubai (Platts) Swap Futures**

#### **340.01 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.~~

#### **340.02 FLOATING PRICE**

~~The Floating Price for each contract month is the arithmetic average of the DME Oman Crude Oil Futures first nearby contract settlement price calculated as of 16:30 (Singapore time) minus the mid-point of the high and low quotations from the Platts Oilgram Price Report for front-month Dubai Crude Oil for each business day during the contract month (using non-common pricing).~~

#### **340.03 CONTRACT QUANTITY AND VALUE**

~~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.~~

#### **340.04. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **340.05. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 per barrel. There shall be no maximum price fluctuation.

#### **340.06. TERMINATION OF TRADING**

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

#### **340.07. 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 as of 16:30 (Singapore time) on the last trading day for each contract month.

#### **340.08. EXCHANGE FOR RELATED POSITION**

Any Exchange for Related Position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.

#### **340.09. DISCLAIMER**

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## **Chapter 1224**

### **Singapore Jet Kerosene (Platts) vs. DME Oman Crude Oil Swap Futures**

#### **1224100. 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.

#### **1224101. CONTRACT SPECIFICATIONS**

The Floating Price for each contract month is equal to the arithmetic average of the high and low quotations from the Platts Asia-Pacific Marketscan for Singapore Cargoes of Jet Kerosene minus the DME Oman Crude Oil Futures 1st nearby contract settlement price as of 16:30 (Singapore time) 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.

## **1224102. TRADING SPECIFICATIONS**

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

### **1224102.A. Trading Schedule**

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

### **1224102.B. Trading Unit**

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

### **1224102.C. Price Increments**

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.001 (0.1¢) per metric ton.

### **1224102.D. Position Limits and Position Accountability**

For purposes of calculating compliance with position limits, each contract will be aggregated with positions held in Singapore Jet Kerosene (Platts) Swap futures and DME Oman Crude Oil Swap futures. Each position in the contract will be calculated as a single position in the Singapore Jet Kerosene (Platts) Swap futures contract and a single position in the DME Oman Crude Oil Swap futures contract.

For purposes of position limits and position accountability levels, contracts shall diminish ratably as the contract month progresses toward month end.

In accordance with Rule 559, no person shall own or control positions in excess of 500 (Singapore Jet Kerosene (Platts) Swap futures)/4,000 (DME Oman Crude Oil Swap futures) contracts net long or net short in the spot month.

In accordance with Rule 560:

1. the all-months accountability level shall be 1,500 (Singapore Jet Kerosene (Platts) Swap futures)/20,000 (DME Oman Crude Oil Swap futures) contracts net long or net short in all months combined;
2. the any one month accountability level shall be 1,500 (Singapore Jet Kerosene (Platts) Swap futures)/20,000 (DME Oman Crude Oil Swap futures) contracts net long or net short in any single contract month excluding the spot month.

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

### **1224102.E. Termination of Trading**

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

## **1224103. 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.

## **1224104. DISCLAIMER**

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**Appendix B**

**Position Limit, Position Accountability, and Reportable Level Table in Chapter 5  
of the NYMEX Rulebook**

(attached under separate cover)

(blackline format)