Registered Entity Identifier Code (optional): <u>15-395</u> Organization: <u>New York Mercantile Exchange, Inc. ("NYM</u>	(EX'')
Filing as a: DCM SEF DCO	
Please note - only ONE choice allowed.	
Filing Date (mm/dd/yy): <u>September 24, 2015</u> Filing Descri	ption: <u>Rule Amendments t</u>
Four (4) Crude Oil 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
Official Product Name:	D1. A
Product Terms and Conditions (product related Rules and	
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)



September 24, 2015

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 Amendments to the Floating Price and Disclaimer Rules for Four (4) Crude Oil Futures Contracts. NYMEX Submission No. 15-395

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 amendments to the floating price reference and disclaimer language for four (4) crude oil contracts, effective on Sunday, October 11, 2015 for trade date Monday, October 12, 2015.

The amendments to the disclaimer language are administrative changes, and provide minor corrections to the rule language. Further, the rule revisions to the floating price are clerical in nature, and provide additional clarification to the specific price index as published by Argus Media. The proposed floating price revisions are not substantive in nature and in no manner change existing floating price reference or the final settlement methodology. Consequently, these amendments will have no economic impact on the value of the contracts and, therefore will have not affect holders of open interest.

Clearing Code	Contract Name	Rule Chapter
ХА	LLS (Argus) Financial Futures	838
WJ	LLS (Argus) vs. WTI Financial Futures	840
MX	Mars (Argus) Financial Futures	846
YX	Mars (Argus) vs. WTI Financial Futures	848

The rule amendments apply to the following four contracts:

The Exchange reviewed the designated contract market core principles ("Core Principles") as set forth in the Commodity Exchange Act ("Act" or "CEA") and identified that the rule amendments may have some bearing on the following Core Principles:

1 North End Avenue New York, NY 10282 T 212 299 2200 F 212 299 2299 christopher.bowen@cmegroup.com cmegroup.com

- <u>Daily Publication of Trading Information</u>: NYMEX will continue to comply with this Core Principle by making public daily information on settlement prices, volume, open interest, and opening and closing ranges for the futures contract listed above.
- <u>Availability of General Information</u>: Pursuant to the Exchange's obligations under this Core Principle, on the effective date of the rule amendments, the Exchange will publish the amendment to the last trading day to the marketplace via a Special Executive Report.
- <u>Contract Not Readily Subject to Manipulation</u>: Pursuant to the Exchange's obligations under this Core Principle, the rule amendments represent no substantive change to the floating price or settlement methodology, and the contract is not readily susceptible to manipulation.

Pursuant to Section 5c(c) of the Act and CFTC Regulation 40.6 (a), the Exchange hereby certifies that the rule amendments 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 <u>http://www.cmegroup.com/market-regulation/rule-filings.html</u>.

Should you have any questions concerning the above, please contact the undersigned at (212) 299-2200 or via e-mail at <u>CMEGSubmissionsInquiry@cmegroup.com</u>.

Sincerely,

/s/ Christopher Bowen Managing Director and Chief Regulatory Counsel

Attachment: Appendix A – NYMEX Rulebook Amendments (blacklined)

1 North End Avenue New York, NY 10282 T 212 299 2200 F 212 299 2299 christopher.bowen@cmegroup.com cmegroup.com

Appendix A

(bold/underline indicates addition; strikethrough indicates deletion)

NYMEX RULEBOOK

Chapter 838 LLS (Argus) Financial Futures

838.01. SCOPE

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

838.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the LLS (1st month) **weighted average** price from Argus Media for each business day that it is determined during the contract month.

838.09. DISCLAIMER

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Chapter 840 LLS (Argus) vs. WTI Financial Futures

840.01. SCOPE

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

840.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the LLS (1st month) midpoint weighted average price from Argus Media minus the NYMEX Light Sweet Crude Oil Futures first nearby contract month settlement price for each business day that both are determined during the contract month.

840.09. DISCLAIMER

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Chapter 846 Mars (Argus) Financial Futures

846.01. SCOPE

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

846.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the Mars (1st month) midpoint weighted average price from Argus Media for each business day that it is determined during the contract month.

846.09. DISCLAIMER

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Chapter 848 Mars (Argus) vs. WTI Financial Futures

848.01. SCOPE

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

848.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the Mars (1st month) midpoint weighted average price from Argus Media minus the NYMEX Light Sweet Crude Oil Futures first nearby contract month settlement price for each business day that both are determined during the contract month.

848.02. DISCLAIMER

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