

SUBMISSION COVER SHEET

IMPORTANT: Check box if Confidential Treatment is requested

Registered Entity Identifier Code (optional): 20-423

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): 10/23/20 **Filing Description:** Amendments to the Physically-Delivered WTI Houston Crude Oil Futures Contract Rulebook Chapter – Implementation of Dock Allocation Procedures

SPECIFY FILING TYPE

Please note only ONE choice allowed per Submission.

Organization Rules and Rule Amendments

- | | | |
|--------------------------|-------------------------------------|------------|
| <input type="checkbox"/> | Certification | § 40.6(a) |
| <input type="checkbox"/> | Approval | § 40.5(a) |
| <input type="checkbox"/> | Notification | § 40.6(d) |
| <input type="checkbox"/> | Advance Notice of SIDCO Rule Change | § 40.10(a) |
| <input type="checkbox"/> | SIDCO Emergency Rule Change | § 40.10(h) |

Rule Numbers:

New Product

Please note only ONE product per Submission.

- | | | |
|--------------------------|---------------------------------------|------------|
| <input type="checkbox"/> | Certification | § 40.2(a) |
| <input type="checkbox"/> | Certification Security Futures | § 41.23(a) |
| <input type="checkbox"/> | Certification Swap Class | § 40.2(d) |
| <input type="checkbox"/> | Approval | § 40.3(a) |
| <input type="checkbox"/> | Approval Security Futures | § 41.23(b) |
| <input type="checkbox"/> | Novel Derivative Product Notification | § 40.12(a) |
| <input type="checkbox"/> | Swap Submission | § 39.5 |

Official Product Name:

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

- | | | |
|-------------------------------------|---|----------------------|
| <input checked="" type="checkbox"/> | Certification | § 40.6(a) |
| <input type="checkbox"/> | Certification Made Available to Trade Determination | § 40.6(a) |
| <input type="checkbox"/> | Certification Security Futures | § 41.24(a) |
| <input type="checkbox"/> | Delisting (No Open Interest) | § 40.6(a) |
| <input type="checkbox"/> | Approval | § 40.5(a) |
| <input type="checkbox"/> | Approval Made Available to Trade Determination | § 40.5(a) |
| <input type="checkbox"/> | Approval Security Futures | § 41.24(c) |
| <input type="checkbox"/> | Approval Amendments to enumerated agricultural products | § 40.4(a), § 40.5(a) |
| <input type="checkbox"/> | “Non-Material Agricultural Rule Change” | § 40.4(b)(5) |
| <input type="checkbox"/> | Notification | § 40.6(d) |

Official Name(s) of Product(s) Affected: WTI Houston Crude Oil Futures

Rule Numbers: Chapter 201

October 23, 2020

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
Physically-Delivered WTI Houston Crude Oil Futures Contract Rulebook Chapter –
Implementation of Dock Allocation Procedures.
NYMEX Submission No. 20-423**

Dear Mr. Kirkpatrick:

New York Mercantile Exchange, Inc. (“NYMEX” or “Exchange”) is certifying to the Commodity Futures Trading Commission (“CFTC” or “Commission”) amendments to NYMEX rulebook Chapter 201 (“WTI Houston Crude Oil Futures”) (Commodity Code: HCL) (the “Contract”), effective on trade date Monday, November 9, 2020 and commencing with the January 2021 contract month and beyond.

Specifically, the Exchange will introduce a delivery feature for prospective Contract buyers that have taken delivery against expired Contract positions from a Contract seller at Enterprise Crude Pipeline LLC’s (“ECPL”) ECHO crude oil terminal (“ECHO”). The delivery feature will provide such buyers the optionality to have the buyer’s crude oil redelivered from ECHO onto the buyer’s cargo ship at the Enterprise Houston Ship Channel, L.P.’s (“EHSCLP”) marine terminal at volumes that comprise a full cargo (650,000 to 850,000 barrels). EHSCLP would provide the redelivery services to buyers and Contract sellers would have no redelivery obligations to buyers.

This redelivery feature is a supplementary and optional service that can be utilized at a buyer’s discretion. Redeliveries would occur at dock space loading windows offered by EHSCLP and allocated to prospective buyers through dock space allocation sessions administered by the Exchange. Allocated dock space loading windows would be offered by EHSCLP for purchase through the allocation process at a per barrel terminal services fee fixed at the time of allocation and with respect to crude oil deliveries taken at ECHO during the contract month specified in an allocation session. The purchase price of dock space allocated to allocation participants would be inclusive of EHSCLP’s provision of redelivery terminal services.

EHSCLP at its discretion will offer to prospective Contract buyers various 2-day delivery windows within a 10-day duration (referred to as a “decade”) on a monthly basis, which the Exchange will randomly, as adjusted by the expressed preferences of session participants, allocate to allocation session participants. Allocation session participants must obtain and take to delivery sufficient futures positions to comprise a full cargo during the contract month specified in an allocation session in order to utilize allocated dock space for redelivery. Such positions must be obtained at any time prior to the relevant Contract’s expiration and not necessarily at or near the time of allocation.

Allocation participants to whom loading windows are allocated will receive a Dock Space Allocation Certificate (“Certificate”) at the conclusion of the allocation session to document the allocation and purchase of dock space. Certificates can be redeemed to initiate the redelivery process, sold prior to a Certificate’s

date of expiration, or left unused. In addition to obtaining and taking to delivery sufficient futures positions to comprise a full cargo during the contract month specified in an allocation session and documented in a Certificate, a Certificate holder must also enter into a terminal services agreement and register with EHSCLP in order to utilize the allocated dock space.

Based on feedback from market participants and open interest holders, the redelivery feature will provide enhanced optionality for buyers that take delivery against the Contract to allow for loading of crude oil onto a cargo ship at EHSCLP's marine terminal. Market participants have expressed support for the proposed expansion in delivery alternatives, which provides better connectivity to the Houston export market and support the export logistics that are continuing to evolve in the Houston marketplace. The intended date for the initial allocation run is Friday, November 13, 2020.

To implement the procedures, the Exchange will amend Rule 201104. ("Delivery") of the Contract. In addition, NYMEX will adopt new Rule 201110. ("Dock Allocation Procedures for Redelivery at Buyer's Discretion") which shall set forth the delivery procedures for redelivery of a cargo size vessel (collectively, the "Rule Amendments"). The Rule Amendments are provided in Exhibit A below with additions **underscored**.

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 Rule Amendments may have some bearing on the following Core Principles:

- **Contracts Not Readily Subject to Manipulation**: Upon implementation of the Rule Amendments, the Contract will continue to not be readily subject to manipulation because of its structural attributes and active underlying market.
- **Compliance with Rules**: NYMEX has established a rules-based approach for administering dock space allocation sessions, dock space rights transfers and facilitating redeliveries pursuant to volume taken against expired Contracts. Allocation sessions and trading in the Contract will continue to be subject to all applicable NYMEX Rules, including prohibitions against fraudulent, noncompetitive, unfair and abusive practices as outlined in NYMEX Rule Chapter 4, the Exchange's trade practice rules, the majority of which are contained in Chapter 5 and Chapter 8 of the NYMEX Rulebook, and the dispute resolution and arbitration procedures of NYMEX Rule Chapter 6. As with all products listed for trading on one of CME Group's designated contract markets, trading activity in the Contract will continue to be subject to monitoring and surveillance by CME Group's Market Regulation Department. The Market Regulation Department has the authority to exercise its investigatory and enforcement power where potential rule violations are identified.
- **Availability of General Information**: The Exchange will make publicly available the details of the Rule Amendments by publishing a Special Executive Report ("SER"). The SER will be posted on the CME Group website. Furthermore, the Exchange will update the NYMEX rulebook to reflect the changes to the Contract.

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. As previously noted, market participants and various open interest holders have been notified of the proposal. 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 e-mail CMEGSubmissionInquiry@cmegroup.com.

Sincerely,

/s/Christopher Bowen
Managing Director and Chief Regulatory Counsel

Attachment: Exhibit A – Amendments to NYMEX Rulebook Chapter 201 (blackline format)

EXHIBIT A

NYMEX RULEBOOK

(additions underscored)

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, L.P.'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

201110.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 15th 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 2nd 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 11th through the 20th calendar days of the delivery month; provided that if the delivery month is February, then such decade will be comprised of the 10th through the 18th calendar days thereof;
 - b. the second period for allocated dock space will be for a decade comprised of all remaining calendar days after the 20th 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 18th calendar day thereof; and
 - c. the third period for allocated dock space will be for a decade comprised of the 1st through the 10th 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 1st through the 9th 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 15th 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.

20110.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).

20110.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.