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OFFICE OF THE SECRETARIAT

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March 30, 2010

VIA E-MAIL

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

Re: Rule Certification. New York Mercantile Exchange, Inc. Submission #10-083: Notification of Delisting of Three (3) Northwest Europe Gasoline Contracts Listed on CME ClearPort® Clearing and NYMEX Trading Floor

Dear Mr. Stawick:

By letter dated December 22, 2009 (Submission #09-320), the New York Mercantile Exchange, Inc. ("NYMEX" or "Exchange") notified the Commodity Futures Trading Commission ("CFTC" or "Commission") that it was self-certifying the delisting of back contract months for three Northwest Europe gasoline contracts (referenced below) such that the last listed contract month for these contracts is the March 2010 contract month. The delisting of the contracts is due to the fact that these products are no longer assessed in the Northwest Europe (NWE) market.

In this letter, the Exchange is notifying the Commission that it is self-certifying the delisting of these contracts upon termination of trading on March 31, 2010 and removal of contract language from the Exchange rulebook. Holders of open interest were notified of the delisting. Open positions, if any, on the last trade date (March 31, 2010) will expire pursuant to the final settlement rules of their respective contracts. The Exchange is also notifying the Commission that it is self-certifying amendments to the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 of the NYMEX Rulebook in order to delete references to the delisted contracts.

The delisting of the contracts listed below and amendments to the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 of the NYMEX Rulebook shall be effective close of business March 31, 2010 or beginning of trade date April 1, 2010. These contracts are currently listed on CME ClearPort and the NYMEX trading floor.

Contract	Code	Chapter
Northwest Europe Gasoline (Argus) Swap Futures	AR	664
European Argus Gasoline Crack Spread Swap Futures	RG	711
Argus Gasoline NWE BALMO Swap Futures	B9	492

Pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rule 40.6, the Exchange hereby certifies that the delisting and amendments to the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 of the NYMEX Rulebook comply with the Act, including regulations under the Act.

Should you have any questions concerning the above, please contact Daniel Brusstar at (212) 299-2604 or me at (312) 338-2483.

Sincerely,

/s/ Lisa Dunsky
Director and Associate General Counsel

Attachments

NYMEX Chapter 5, Position Limit, Position Accountability and Reportable Table

(Strikethrough indicates deletions)

<u>Contract Name</u>	<u>Rule Chapter</u>	<u>Commodity Code</u>	<u>Diminishing Balances Contracts</u>	<u>All Month Accountability Level</u>	<u>Any One Month Accountability Level</u>	<u>Expiration Month Limit</u>	<u>Reporting Level</u>	<u>Aggregate Into (1)</u>	<u>Aggregate Into (2)</u>
				Rule 560	Rule 560	Rule 559	Rule 561		
Petroleum									
Europe									
Northwest Europe									
Northwest Europe Gasoline (Argus) Swap Futures	664	AR	*	1,500	1,500	500	25	AR	
Argus Gasoline NWE BALMO Swap Futures	492	B0		1,500	1,500	500	25	AR	
European Argus Gasoline Crack Spread Swap Futures	744	RG	*	1,500/20,000	1,500/20,000	500/2,000	25	AR	BB

Chapter 664
Northwest Europe Gasoline (Argus) Swap Futures

664.01. 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.

664.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average for Premium Unleaded 10PPM Gasoline for Northwest Europe FOB Barges as reported in Argus Media for each business day that it is determined during the contract month.

664.03. CONTRACT QUANTITY AND VALUE

The contract quantity shall be 1000 metric tons. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

664.04. CONTRACT MONTHS

Trading shall be conducted in contracts in such months as shall be determined by the Board of Directors.

664.05. PRICES AND FLUCTUATIONS

Prices shall be quoted in U.S. dollars and cents per metric ton. The minimum price fluctuation shall be \$0.01 per metric ton. There shall be no maximum price fluctuation.

664.06. TERMINATION OF TRADING

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

664.07. 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.

664.08. EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH PRODUCT AND EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH SWAP TRANSACTIONS

Any Exchange of Futures for, or in Connection with Product (EFP) or Exchange of Futures for, or in Connection with Swap Transactions (EFS) shall be governed by the provisions of Rules 538 and 538A, respectively.

664.09. DISCLAIMER

Argus Media ("Argus") licenses The New York Mercantile Exchange, Inc. ("NYMEX") to use various price assessments in connection with the trading or posting of the contracts.

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Chapter 711 European Argus Gasoline Crack Spread Swap Futures

711.01. 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.

711.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the mid-point between the high and low quotations from the Argus Media for Northwest Europe (Rotterdam) Barges Premium Unleaded (Prem Unl) 10 PPM Gasoline assessment minus the Brent Crude Oil (ICE) Futures Contract first nearby settlement price for each business day during the contract month (using Non-common pricing), except for (B) below.

For purposes of determining the Floating Price, the Argus Media gasoline assessment price will be converted each day to U.S. dollars and cents per barrel, rounded to the nearest cent. The conversion factor will be 8.33 barrels per metric ton.

(B) The settlement prices of the 1st nearby contract month will be used except on the last day of trading for the expiring Brent Crude Oil Futures contract when the settlement prices of the 2nd nearby contract will be used.

711.03. 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.

711.04. CONTRACT MONTHS

Trading shall be conducted in contracts in such months as shall be determined by the Board of Directors.

711.05. PRICES AND FLUCTUATIONS

Prices shall be quoted in U.S. dollars and cents per barrel. The minimum price fluctuation shall be \$0.01 per barrel. There shall be no maximum price fluctuation.

711.06. TERMINATION OF TRADING

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

711.07. 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.

711.08. EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH PRODUCT AND EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH SWAP TRANSACTIONS

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Chapter 492
Argus Gasoline NWE BALMO Swap Futures

492.01 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.

492.02 FLOATING PRICE

The Floating Price is equal to the balance-of-month arithmetic average of the mid-point of the high and low quotations from Argus Media for Rotterdam Barges Premium Unleaded (Prom Unl) 10 PPM Gasoline starting from the selected start date through the end of the contract month, inclusive.

492.03 CONTRACT QUANTITY AND VALUE

The contract quantity shall be 1000 metric tons. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

492.04 CONTRACT MONTHS

Trading shall be conducted in contracts in such months as shall be determined by the Board of Directors.

492.05 PRICES AND FLUCTUATIONS

Prices shall be quoted in U.S. dollars and cents per metric ton. The minimum price fluctuation shall be \$0.01 per metric ton. There shall be no maximum price fluctuation.

492.06 TERMINATION OF TRADING

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

492.07 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.

492.08 EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH PRODUCT AND EXCHANGE OF FUTURES FOR, OR IN CONNECTION WITH SWAP TRANSACTIONS

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