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OFFICE OF THE SECRETARIAT  
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May 14, 2009

**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 #09.77: Notification Regarding the Listing of Five (5)  
New Petroleum Futures Contracts on CME ClearPort®**

Dear Mr. Stawick:

The New York Mercantile Exchange, Inc. ("NYMEX" or the "Exchange") is notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") that it is self-certifying the listing of five (5) new petroleum futures contracts for trading on CME ClearPort and for submission for clearing on CME ClearPort.

The five (5) new futures contracts, commodity codes and rule chapters are listed below.

<b>CONTRACT</b>	<b>CODE</b>	<b>RULE CHAPTER</b>
Ethanol (Platts) T1 FOB Rotterdam Excluding Duty Swap Futures	2M	193
Ethanol (Platts) T2 FOB Rotterdam Including Duty Swap Futures	Z1	194
Singapore Mogas 92 Unleaded (Platts) Swap Futures	1N	720
Singapore Mogas 92 Unleaded (Platts) BALMO Swap Futures	1P	721
FAME 0 (Argus) Biodiesel FOB Rotterdam Swap Futures	2L	318

These five (5) new futures contracts will be cash-settled and will be listed on CME ClearPort beginning at 6:00 p.m. on Sunday, May 17, 2009 for trade date Monday, May 18, 2009.

The contracts will be available during normal trading hours on CME ClearPort. Electronic trading and clearing is conducted from 6:00 p.m. Sunday until 5:15 p.m. Friday (New York Prevailing time) via the CME ClearPort. There is a 45-minute break each day between 5:15 p.m. (current trade date) and 6:00 p.m. (next trade date).

The first listed month for all five (5) new futures contracts will be the June 2009 contract month. All of the contracts will be listed for 36 consecutive months, with the exception of the Singapore Mogas 92 Unleaded (Platts) BALMO Swap futures contract, which will be listed for up to two consecutive months.

In addition, the Exchange will allow the exchange of futures for physical ("EFP") and exchange of futures for swap ("EFS") transactions to be submitted through CME ClearPort. The EFP and

EFS transactions in these futures contracts will be governed by the provisions of Exchange Rules 6.21 and 6.21A, respectively.

Although the supplemental market information attached herewith includes the recommended position limits for the five (5) new futures contracts, a separate filing will be submitted to the Commission to self-certify those position limits.

Pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rules 40.2 and 40.6, the Exchange hereby certifies that the attached contracts 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) 648-5422.

Sincerely,

/s/ Stephen M. Szarmack  
Director and Associate General Counsel

Attachments: Contract Terms and Conditions  
Supplemental Market Information

## **Ethanol (Platts) T1 FOB Rotterdam Excluding Duty Swap Futures**

### **193.01 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.

### **193.02 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 Platts European Marketscan for Ethanol under the "Ethanol fob Rotterdam ex duty" assessment for each business day that it is determined during the contract month.

### **193.03 Contract Quantity and Value**

The contract quantity shall be 100 cubic meters (100,000 litres). Each contract shall be valued as the contract quantity (100) multiplied by the settlement price.

### **193.04 Contract Months**

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

### **193.05 Prices and Fluctuations**

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

### **193.06 Termination of Trading**

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

### **193.07 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.

### **193.08 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 (EFS) transactions shall be governed by the provisions of Rules 6.21 and 6.21A, respectively.

### **193.09 Disclaimer**

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## **Ethanol (Platts) T2 FOB Rotterdam Including Duty Swap Futures**

### **194.01 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.

### **194.02 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 Platts European Marketscan for Ethanol under the "Ethanol fob Rotterdam including duty" assessment for each business day that it is determined during the contract month.

### **194.03 Contract Quantity and Value**

The contract quantity shall be 100 cubic meters (100,000 litres). Each contract shall be valued as the contract quantity (100) multiplied by the settlement price.

### **194.04 Contract Months**

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

### **194.05 Prices and Fluctuations**

Prices shall be quoted in Euros and euro cents per cubic meter. The minimum price fluctuation shall be Euro 0.001 per cubic meter. There shall be no maximum price fluctuation.

### **194.06 Termination of Trading**

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

### **194.07 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.

### **194.08 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 (EFS) transactions shall be governed by the provisions of Rules 6.21 and 6.21A, respectively.

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