



Christopher Bowen
Managing Director and Chief Regulatory Counsel
Legal Department

August 12, 2013

VIA E-MAIL

Ms. Melissa Jurgens
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: Rule 40.6(a) Certification. Notification Regarding the Delisting of Five (5) NYMEX Biofuel Futures Contracts NYMEX Submission No. 13-334

Dear Ms. Jurgens,

The 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 five (5) biofuel futures contracts effective immediately, as set out below:

<u>Contract</u>	<u>Code</u>	<u>Rule Chapter</u>
Ethanol T1 FOB Rdam Excluding Duty (Argus) Futures	WE	209
Ethanol T2 FOB Rdam Including Duty (Argus) Futures	YE	210
Ethanol T1 FOB Rdam Excluding Duty (Platts) Futures	2M	193
PME Biodiesel FOB Rdam (Argus) Futures	25	505
SME Biodiesel FOB Rdam (Argus) Futures	24	504

These contracts will be delisted from CME Globex, the NYMEX trading floor, and CME ClearPort, the venues on which they are currently listed. There is no open interest in these contracts. NYMEX business staff responsible for the delisting of the contracts and the NYMEX Legal Department collectively reviewed the designated contract market core principles ("Core Principles") as set forth in the Commodity Exchange Act ("CEA"). During the review, NYMEX staff identified that the delisting of the contracts may have some bearing on the following Core Principles:

- **Emergency Authority**: There is no open interest in these contracts, and therefore there will be no market disruption related to their delisting.
- **Availability of General Information**: Notice will be made of the contracts' delisting, and upon delisting, the terms and conditions of these contracts will no longer be available to the marketplace.

Pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rule 40.6(a), the Exchange hereby certifies that the delisting of these 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 christopher.bowen@cmegroup.com.

Sincerely,

/s/Christopher Bowen
Managing Director and Chief Regulatory Counsel

Attachments: Appendix A – Amendments to NYMEX Position Limit Table (under separate cover)
Appendix B – NYMEX Rulebook Revision

Appendix A

Amendments to NYMEX Chapter 5 Position Limit Table
(Under Separate Cover)

Appendix B

(strikethrough indicates deletion)

Chapter 209 Ethanol T1 FOB Rdam Excluding Duty (Argus) Futures

209.01. 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.

209.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the bid and ask quotations from Argus Biofuels publication for Ethanol under the heading "Ethanol fob Rotterdam ex duty, \$/m³", for each business day that the Floating Price is determined during the contract month.

209.03. 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.

209.04. CONTRACT MONTHS

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

209.05. 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.

209.06. TERMINATION OF TRADING

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

209.07. 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.

209.08. EXCHANGE FOR RELATED POSITION TRANSACTIONS

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

209.09. DISCLAIMER

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Chapter 210

Ethanol T2 FOB Rdam Including Duty (Argus) Futures

210.01. 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.

210.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the bid and ask quotations from Argus Biofuels publication for Ethanol under the heading "Ethanol fob Rotterdam inc duty, €/m³", for each business day that the Floating Price is determined during the contract month.

210.03. 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.

210.04. CONTRACT MONTHS

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

210.05. PRICES AND FLUCTUATIONS

Prices shall be quoted in Euros per cubic meter. The minimum price fluctuation shall be €0.001 per cubic meter. There shall be no maximum price fluctuation.

210.06. TERMINATION OF TRADING

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

210.07. 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.

210.08. EXCHANGE FOR RELATED POSITION TRANSACTIONS

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

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Chapter 505 PME Biodiesel FOB Rdam (Argus) Futures

505.01. 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.

505.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the bid and ask quotations from Argus Biofuels publication for PME under the heading "Palm OME fob Rotterdam" for each business day that the Floating Price is determined during the contract month.

505.03. CONTRACT QUANTITY AND VALUE

The contract quantity shall be 100 metric tons. Each contract shall be valued as the contract quantity (100) multiplied by the settlement price.

505.04. CONTRACT MONTHS

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

505.05. PRICES AND FLUCTUATIONS

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

505.06. TERMINATION OF TRADING

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

505.07. 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.

505.08. DISCLAIMER

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Chapter 504 SME Biodiesel FOB Rdam (Argus) Futures

504.01. 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.

504.02. FLOATING PRICE

The Floating Price for each contract month is equal to the arithmetic average of the mid-point of the bid and ask quotations from Argus Biofuels publication for SME under the heading "Soya OME fob Rotterdam" for each business day that the Floating Price is determined during the contract month.

504.03. CONTRACT QUANTITY AND VALUE

The contract quantity shall be 100 metric tons. Each contract shall be valued as the contract quantity (100) multiplied by the settlement price.

504.04. CONTRACT MONTHS

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

504.05. PRICES AND FLUCTUATIONS

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

504.06. TERMINATION OF TRADING

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

504.07. 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.

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Contract Name	Rule Chapter	Commodity Code	Contract Size	Contract Units	Type
Ethanol T1 FOB Rdam Excluding Duty (Platts) Futures	193	2M	100	Cubic meters	Futures
Ethanol T1 FOB Rdam Excluding Duty (Argus) Futures	209	WE	100	Cubic meters	Futures
Ethanol T2 FOB Rdam Including Duty (Argus) Futures	210	YE	100	Cubic meters	Futures
SME Biodiesel FOB Rdam (Argus) Futures	504	24	100	Metric tons	Futures
PME Biodiesel FOB Rdam (Argus) Futures	505	25	100	Metric tons	Futures

Settlement	Group	Diminishing Balance Contract	Reporting Level	Spot-Month position comprised of futures and deliveries			
					Spot-Month Aggregate Into Futures Equivalent Leg (1)	Spot-Month Aggregate Into Futures Equivalent Leg (2)	Spot-Month Aggregate Into Ratio Leg (1)
Financially Settled Futures	Ethanol	¥	5		2M		
Financially Settled Futures	Ethanol	¥	25		WE		
Financially Settled Futures	Ethanol	¥	25		YE		
Financially Settled Futures	Refined Products	¥	25		24		
Financially Settled Futures	Refined Products	¥	25		25		

Spot-Month

Spot-Month Aggregate Into Ratio Leg (2)	Spot-Month Accountability Level	Initial Spot- Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)	Initial Spot-Month Limit Effective Date	Spot-Month Limit (In Contract Units) Leg (1) / Leg (2)
		100	Close of trading 3 business days prior to last trading day of the contract	10,000
		100	Close of trading 3 business days prior to last trading day of the contract	10,000
		100	Close of trading 3 business days prior to last trading day of the contract	10,000
		500	Close of trading 3 business days prior to last trading day of the contract	50,000
		500	Close of trading 3 business days prior to last trading day of the contract	50,000

Single Month						All Month			
Single Month Aggregate Into Futures Equivalent Leg (1)	Single Month Aggregate Into Futures Equivalent Leg (2)	Single Month Aggregate Into Ratio Leg (1)	Single Month Aggregate Into Ratio Leg (2)	Single Month Accountability Level Leg (1) / Leg (2)	Single Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)	All Month Aggregate Into Futures Equivalent Leg (1)	All Month Aggregate Into Futures Equivalent Leg (2)	All Month Aggregate Into Ratio Leg (1)	All Month Aggregate Into Ratio Leg (2)
				500					
				500					
				500					
				2,500					
				2,500					

All Month Accountability Level Leg (1) / Leg (2)	All Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)
750	
750	
750	
3,500	
3,500	