

December 3, 2012

VIA E-MAIL

Ms. Sauntia Warfield
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 Fifty-Nine Energy Contracts. NYMEX Submission #12-415

Dear Ms. Warfield,

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 fifty-nine (59) energy contracts as set out in Appendix A herewith.

There is no open interest in these contracts. These contracts will be delisted from all venues on which they are currently listed. With the exception of the New York Harbor Ethanol Futures (chapter 192, commodity code QE) which is listed on CME Globex and CME ClearPort, the balance of the contracts being delisted is listed on the NYMEX trading floor and CME ClearPort. The contract rule chapters and terms and conditions will be deleted from the Exchange rulebook. Due to the large number of contracts being delisted, the Exchange shall provide (in Appendix B) a sample strike through of chapter 192. Additionally, the terms and conditions of the contracts being delisted which are contained in the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 of the NYMEX Rulebook will also be removed from the Exchange rulebook (Appendix C). The terms and conditions of the New York Harbor Ethanol Futures contained in Rule 588.H. (applies to contracts listed on CME Globex only) will also be removed from the Exchange rulebook (Appendix D).

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" or the "Act"). 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 the contracts submitted for delisting, and therefore there will be no market disruption related to its delisting.
- **Availability of General Information**: Notice will be made of the contracts' delisting, and upon delisting, the terms and conditions of the contracts will no longer be available to the marketplace.

Pursuant to Section 5c(c) of the Act and CFTC Rule 40.6(a), the Exchange hereby certifies that the delisting of this contract complies with the Act, including regulations under the Act. There were no substantive opposing views to this proposal. The contracts are delisted effective December 2, 2012 for trade date December 3, 2012.

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 (312) 930-8167 or Sean.Downey@cmegroup.com.

Sincerely,

/s/Sean M. Downey
Director and Assistant General Counsel

Attachments: Appendix A – List of 59 Contracts for Delisting
Appendix B – Sample deletion of terms and conditions of Chapter 192 from Exchange Rulebook
Appendix C – Deletion of Terms and Conditions from the Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5
Appendix D – Deletion of Terms and Conditions from Rule 588.H. (New York Harbor Ethanol Futures)

Appendix A

List of 59 Contracts for delisting as of close of business on November 30, 2012

Product Count	Code	Rule Chapter	Asset Class	Product Title
1.	2S	188	Power	ERCOT Houston 345 kV Hub 50 MW Peak Calendar-Day Futures
2.	3E	189	Power	ERCOT Houston 345 kV Hub 50 MW Off-Peak Calendar-Day Futures
3.	QE	192	Refined Products	New York Harbor Ethanol Futures
4.	2T	196	Power	ERCOT North 345 kV Hub 50 MW Peak Calendar-Day Futures
5.	3F	197	Power	ERCOT North 345 kV Hub 50 MW Off-Peak Calendar-Day Futures
6.	2U	201	Power	ERCOT South 345 kV Hub 50 MW Peak Calendar-Day Futures
7.	3H	202	Power	ERCOT South 345 kV Hub 50 MW Off-Peak Calendar-Day Futures
8.	2V	205	Power	ERCOT West 345 kV Hub 50 MW Peak Calendar-Day Futures
9.	3J	208	Power	ERCOT West 345 kV Hub 50 MW Off-Peak Calendar-Day Futures
10.	4E	249	Refined Products	Gulf Coast Unl 87 (OPIS) Futures
11.	4F	250	Refined Products	Gulf Coast Unl 87 (OPIS) vs. RBOB Gasoline Spread Futures
12.	R9	251	Refined Products	Gulf Coast Jet (OPIS) Futures
13.	W7	252	Refined Products	Gulf Coast Jet (OPIS) vs. NY Harbor ULSD Heating Oil Futures
14.	5P	253	Refined Products	Gulf Coast ULSD (OPIS) Futures
15.	5Q	254	Refined Products	Gulf Coast ULSD (OPIS) vs. Heating Oil Spread Futures
16.	V1	333	Natural Gas	National Balancing Point (NBP) Henry Hub Basis Options
17.	S1	361	Refined Products	Diesel 10ppm NWE Le Havre CIF NWE (Platts) Futures
18.	S3	362	Refined Products	Diesel 10ppm NWE Le Havre CIF NWE (Platts) vs. Gasoil Futures
19.	S5	363	Refined Products	Diesel 10ppm NWE Le Havre CIF NWE (Platts) vs. Gasoil BALMO Futures
20.	S6	371	Refined Products	Diesel 10ppm UK (Platts) CIF NWE Futures
21.	S8	372	Refined Products	Diesel 10ppm UK CIF NWE (Platts) vs. Gasoil Futures
22.	T1	373	Refined Products	Diesel 10ppm UK (Platts) CIF NWE vs. ICE Gasoil BALMO Futures
23.	RZ	545	Refined Products	New York Harbor Conv. Gasoline (Platts) vs. RBOB Gasoline Futures
24.	YU	744	Refined Products	NY ULSD (Platts) Crack Spread Futures

Product Count	Code	Rule Chapter	Asset Class	Product Title
25.	K5	858	Natural Gas	Alberta Natural Gas Swing (Platts Gas Daily) Futures
26.	Q3	888	Natural Gas	Stanfield Natural Gas Swing (Platts Gas Daily) Futures
27.	EHR	1001	Power	ERCOT Houston Competitive Load Zone Real-Time 5 MW Peak Futures
28.	EWR	1002	Power	ERCOT West Competitive Load Zone Real-Time 5 MW Peak Futures
29.	ERR	1003	Power	ERCOT North Competitive Load Zone Real-Time 5 MW Peak Futures
30.	EUR	1004	Power	ERCOT South Competitive Load Zone Real-Time 5 MW Peak Futures
31.	EHI	1005	Power	ERCOT Houston Competitive Load Zone Real-Time 5 MW Off-Peak Futures
32.	EWI	1006	Power	ERCOT West Competitive Load Zone Real-Time 5 MW Off-Peak Futures
33.	ERI	1007	Power	ERCOT North Competitive Load Zone Real-Time 5 MW Off-Peak Futures
34.	ESI	1008	Power	ERCOT South Competitive Load Zone Real-Time 5 MW Off-Peak Futures
35.	EHM	1009	Power	ERCOT Houston Competitive Load Zone Real-Time 5 MW Peak Calendar-Day Futures
36.	EWM	1010	Power	ERCOT West Competitive Load Zone Real-Time 5 MW Peak Calendar-Day Futures
37.	ENM	1011	Power	ERCOT North Competitive Load Zone Real-Time 5 MW Peak Calendar-Day Futures
38.	EUM	1012	Power	ERCOT South Competitive Load Zone Real-Time 5 MW Peak Calendar-Day Futures
39.	EHT	1013	Power	ERCOT Houston Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures
40.	EWT	1014	Power	ERCOT West Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures
41.	ENT	1015	Power	ERCOT North Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures
42.	EST	1016	Power	ERCOT South Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures
43.	EHD	1017	Power	ERCOT Houston Competitive Load Zone Day-Ahead 5 MW Peak Futures
44.	EWD	1018	Power	ERCOT West Competitive Load Zone Day-Ahead 5 MW Peak Futures
45.	ERD	1019	Power	ERCOT North Competitive Load Zone Day-Ahead 5 MW Peak Futures
46.	EUD	1020	Power	ERCOT South Competitive Load Zone Day-Ahead 5 MW Peak Futures
47.	EHY	1021	Power	ERCOT Houston Competitive Load Zone Day-Ahead 5 MW Off-Peak Futures
48.	EWY	1022	Power	ERCOT West Competitive Load Zone Day-Ahead 5 MW Off-Peak Futures
49.	ERY	1023	Power	ERCOT North Competitive Load Zone Day-Ahead 5 MW Off-Peak Futures
50.	EUY	1024	Power	ERCOT South Competitive Load Zone Day-Ahead 5 MW Off-Peak Futures

Product Count	Code	Rule Chapter	Asset Class	Product Title
51.	EHC	1025	Power	ERCOT Houston Competitive Load Zone Day-Ahead 5 MW Peak Calendar-Day Futures
52.	EWC	1026	Power	ERCOT West Competitive Load Zone Day-Ahead 5 MW Peak Calendar-Day Futures
53.	ERC	1027	Power	ERCOT North Competitive Load Zone Day-Ahead 5 MW Peak Calendar-Day Futures
54.	EUC	1028	Power	ERCOT South Competitive Load Zone Day-Ahead 5 MW Peak Calendar-Day Futures
55.	EOH	1029	Power	ERCOT Houston Competitive Load Zone Day-Ahead 5 MW Off-Peak Calendar-Day Futures
56.	EWH	1030	Power	ERCOT West Competitive Load Zone Day-Ahead 5 MW Off-Peak Calendar-Day Futures
57.	ENH	1031	Power	ERCOT North Competitive Load Zone Day-Ahead 5 MW Off-Peak Calendar-Day Futures
58.	ETH	1032	Power	ERCOT South Competitive Load Zone Day-Ahead 5 MW Off-Peak Calendar-Day Futures
59.	CC	774B	Power	MISO Indiana Hub (formerly Cinergy Hub) Calendar-Day Peak LMP Futures (CC)

(strikethrough indicates deletion)

Chapter 192 New York Harbor Ethanol Futures

192.01. SCOPE

The provisions of these rules shall apply to all denatured fuel ethanol bought or sold for future delivery on the Exchange for New York Harbor delivery.

192.01A. DEFINITIONS

(A) The terms "Seller" and "Buyer" shall mean the short Clearing Member and the long Clearing Member, respectively.

(B) The terms "Seller's Customer" and "Buyer's Customer" shall mean the seller and buyer, respectively, of the physical product.

(C) The term "Notice Day" shall mean the business day after the day the Clearing House receives copies of the Notices of Intention to Deliver and Notices of Intention to Accept from the respective Clearing Members. The Notice Day shall be the second business day after the final day of trading in the expiring delivery month.

(D) The term "Settlement Price" shall mean the final settlement price used as the price for delivery of the product, which shall be on the last trading day of the month preceding the delivery month. The final settlement price shall be determined in accordance with the procedures set forth in Rule 6.25.

192.02. CONTRACT UNIT

The contract unit to be delivered by the seller shall be 42,000 U.S. gallons (1,000 U.S. barrels). Except for a delivery made by book transfer or stock transfer (Rules 150.04(A)(3), 150.04(A)(4), a loading tolerance of five percent (5%) above or below 1020 U.S. Barrels or 980 U.S. Barrels) the contract unit is permitted. The volume delivered shall be determined at 60°F using A.S.T.M. Standard D1250, Table 6B.

192.03. GRADE AND QUALITY SPECIFICATIONS

The denatured fuel ethanol delivered shall meet the requirements in the latest ASTM D4806 specification, and shall meet any state requirements at the time and place of delivery.

(A) The denatured fuel ethanol delivered shall meet the performance requirements as defined and revised in ASTM D4806, including but not limited to the following specifications which are subject to change by ASTM:

(1) Ethanol, Volume %, min:	92.1
(2) Methanol, Volume %, max:	0.5
(3) Solvent Washed Gum, mg/100 mL, max:	5.0
(4) Water, Volume %, max:	1.0
(5) Denaturant Content, Volume %, min:	1.96
_____ Volume %, max:	5.0
(6) Inorganic Chloride Content, mg/L, max:	32
(7) Copper Content, mg/kg, max:	0.1
(8) Acidity (as acetic acid), mass %, max:	0.007
(9) pH:	6.5 to 9.0
(10) Sulfur, mass ppm, max:	30
(11) Sulfate, mass ppm, max:	4
(12) Appearance:	Clear and Bright

(B) RINs (Renewable Identification Numbers) as defined under the federal regulations governing the Renewable Fuel Standard (RFS) Program, as set forth in 40 CFR Part 80, will be required for all deliveries of ethanol. The Seller's Customer shall provide to Buyer's Customer valid gallon equivalent RINs for every gallon of ethanol delivered against this contract. The Seller's Customer shall transfer

such RINs to the Buyer's Customer simultaneously with the transfer of ownership as described in Rule 192.09(F). All RINs shall correspond to the current calendar year for delivery, except for deliveries against the January, February, and March contract months when the previous year's RINs will also be acceptable. The federal regulations at section 80.1128(a)(7) require that any RINs assigned to ethanol must be recorded on the product transfer document used to transfer ownership of the ethanol to the Buyer's Customer, or the RINs may be recorded on a separate product transfer document transferred to the Buyer's Customer on the same day as the product transfer document used to transfer ownership. The transfer of RINs shall be in full compliance with EPA regulations and Q&A documents, including the product transfer documentation requirements in 40 CFR, section 80.1128(a)(7). All ethanol deliveries, including transfers of RINs, shall be in full compliance with all applicable State and Federal law.

192.04. DELIVERY

(A) Delivery shall be made F.O.B. seller's ex-shore facility in New York Harbor with all duties, entitlements, taxes, fees and other charges imposed prior to delivery on or in respect to the product paid by the seller. Delivery shall be made in accordance with applicable Federal, State and local laws. RINs as defined under the federal regulations governing the Renewable Fuel Standard (RFS) Program, as set forth in 40 CFR Part 80, will be required for all deliveries of ethanol. The transfer of RINs shall be in full compliance with EPA regulations, including the product transfer documentation requirements in 40 CFR, section 80.1128(a)(7). Buyer shall reimburse Seller for any tax as had been or will be paid by the Seller. At Buyer's option, such delivery shall be made by any of the following methods:

- (1) By delivery into Buyer's Customer's barge;
- (2) By delivery into Buyer's Customer's pipeline, if Buyer's Customer can take delivery in such manner at the facility used by Seller's Customer;
- (3) By stock transfer of title to the Buyer's Customer; if the facility used by Seller's Customer allows such transfer;
- (4) By book transfer if the Seller's Customer agrees to such transfer;
- (5) By intra-facility transfer ("pump-over"), if the facility used by Seller's Customer allows such transfer;
- (6) By inter-facility transfer ("pump-over"), if the facilities used by both Seller's Customer and Buyer's Customer allow such transfer;
- (7) By delivery into buyer's truck, if the facility and tankage used by the Seller's Customer has the connectivity that allows such movement. For truck delivery, the Buyer's Customer shall pay Seller's Customer a truck surcharge of \$0.03 cents per gallon above the final settlement price. The Seller's Customer's terminal shall provide access for truck delivery during the terminal's normal operating hours and according to the terminal's normal truck capacity restrictions. The delivery window for truck delivery shall be extended up to six days, if necessary, subject to the truck capacity restrictions in effect at the Seller's Customer's terminal.

(B) For purposes of these rules, any Seller's Customer delivering an aggregate of twenty-five (25) contracts or less in a delivery month, shall deliver all such contracts from no more than two facilities. When a Seller's Customer delivers an aggregate of fifteen (15) contracts or less in a delivery month, all such contracts shall be delivered from one facility.

(C) For the purpose of these rules, New York Harbor shall extend from the East River west of Hunts Point; Gowanus Bay west of the Hamilton Avenue Bridge; the Hudson River south of the George Washington Bridge; the Upper Bay; the Narrows; the Lower Bay west of Morton Point; the Newark Bay; the Hackensack River south of the Witt-Penn Bridge; the Passaic River south of the Pulaski Skyway Bridge; the Kill Van Kull; the Arthur Kill and the Raritan River east of the Garden State Parkway Bridge.

(D) All deliveries made under these rules shall be final and there shall be no appeal.

192.05. DELIVERY MONTHS

Trading shall be conducted in contracts providing for delivery in such months as may be determined by the Board of Directors. Trading in the delivery periods shall commence on the day fixed by the Board of Directors.

192.06. PRICES AND FLUCTUATIONS

Prices shall be quoted in dollars and cents per gallon. The minimum price fluctuation shall be \$.0001 per gallon. There shall be no maximum price fluctuation.

192.07. TERMINATION OF TRADING

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

192.08. PRODUCT PLACEMENT

Product in Tank

The Seller's Customer shall have a quantity and quality of product in tank at one or more eligible delivery facilities in accordance with the inspection requirements under Rule 192.12 prior to the first day of the consecutive three day period for initiation of delivery identified by the buyer in the Initial Delivery Instructions. The obligation to have product in tank, as prescribed in this section (2), shall constitute a "material act with respect to a delivery obligation" as referenced in Rule 192.15(A)(1).

192.09. DELIVERY PROCEDURES

~~(A) RESPONSIBILITIES OF CLEARING MEMBERS HAVING OPEN LONG POSITIONS (BUYERS)~~

~~(1) NOTICE OF INTENTION TO ACCEPT~~

~~By 3:00 p.m. on the first business day of the delivery month, a Buyer having an open long position shall file with the Exchange a properly completed and signed Notice of Intention to Accept. The Notice of Intention to Accept, in the form prescribed by the Exchange, shall include: the name of the Buyer's customer, the number of contracts to be accepted, the names of three inspection companies and any additional information required by the Exchange. The Buyer may, at its option, request a preferred delivery site; such request shall not be binding upon the Seller.~~

~~(2) INITIAL DELIVERY INSTRUCTIONS~~

~~As soon as possible after receipt from the Exchange of a Notice of Intention to Deliver, but not later than 4:30 p.m. on a business day not later than the fourth business day of the delivery month, the Buyer shall deliver to the Seller identified in such Notice of Intention to Deliver, with a copy to the Exchange, properly completed and signed Initial Delivery Instructions, in the form prescribed by the Exchange, which shall include the following information:~~

- ~~— (a) Name of Seller's Customer;~~
- ~~— (b) Tender Number;~~
- ~~— (c) Name and Location of Delivery Facility specified in the Notice of Intention to Deliver;~~
- ~~— (d) Number of Contracts;~~
- ~~— (e) Method of Delivery;~~
- ~~— (f) A consecutive three day period for initiation of delivery;~~
- ~~— (g) Name of the designated inspection company, if so required; and,~~
- ~~— (h) Such additional information as may be required by the Exchange.~~

~~(3) VERIFICATION OF DELIVERY METHOD AND INSPECTION COMPANY~~

~~Prior to giving the Seller Initial Delivery Instructions, the Buyer shall verify with and confirm in writing to the Seller that the method of delivery specified conforms to the normal capabilities of the Seller's Customer's facility with respect to the manner of delivery and the quantity to be delivered and that the inspection company specified has been accepted by the Seller. Such verification shall be confirmed in the Initial Delivery Instructions. If the Buyer and Seller fail to agree on one of the three inspection companies included in the Notice of Intention to Accept, the matter shall be referred to the Petroleum Delivery Committee as provided in Rule 192.15(C)(6). Initial Delivery Instructions may not be amended after they have been given to the Seller.~~

~~(4) DELIVERY INSTRUCTIONS~~

~~The Buyer may tender, at the office of the Seller, Delivery Instructions on any business day prior to 10:30 a.m. Delivery Instructions given after 10:30 a.m. on any business day shall be deemed to have been given on the following business day. A Buyer may not tender Delivery Instructions on the day on which Initial Delivery Instructions are tendered to the Seller under Rule 192.09(A)(2). The Buyer's Delivery Instructions for a delivery which is to occur during the consecutive three day period the final day of which is the day prior to the last business day of the month shall not designate such final day of the period for the initiation of the delivery. The Buyer must give Delivery Instructions to the Seller not later than five calendar days prior to the time of the proposed delivery, or such earlier business day as~~

is necessary to assure that the day on which Delivery Instructions are given is followed by a period that includes at least one business day and three subsequent calendar days ending on the day prior to the last business day of the delivery month. A copy of the Delivery Instructions must be given to the Exchange. Except as provided in Rule 192.09(A)(6) below, Delivery Instructions must conform to the Initial Delivery Instructions tendered by the Buyer to the Seller.

(5) FORM OF DELIVERY INSTRUCTIONS

The Delivery Instructions must be properly completed and signed, in such form as prescribed by the Exchange, and shall contain the following information:

- (a) Name of Seller's Customer;
- (b) Tender Number;
- (c) Name and Location of Delivery Facility specified in the Notice of Intention to Deliver;
- (d) Number of Contracts;
- (e) Method of Delivery (which must conform to the normal capabilities of the facility named in the Notice of Intention to Deliver with respect to the manner and time of delivery and the quantity to be delivered);
- (f) Name of proposed Carrier (i.e., Barge, Truck or Pipeline), and the approximate size of the barge, if any;
- (g) For interfacility transfers, name of receiving facility;
- (h) Date and Approximate Time for Initiating Delivery;
- (i) Name of inspection company, if so required; and,
- (j) Such additional information as may be required by the Exchange.

(6) AMENDMENT OF INITIAL DELIVERY INSTRUCTIONS OR OF DELIVERY INSTRUCTIONS

Neither initial delivery instructions nor delivery instructions may be amended after they have been given. However, upon mutual consent of the parties and upon written notice to the Exchange, the parties may change the delivery facility named by the seller, the method of delivery named by the Buyer, the three day period for delivery named by the Buyer, or the specific delivery date and time named by the Buyer.

(7) NOTICE OF CLEARANCE; NOTICE OF NON-CLEARANCE

(a) If the Buyer receives from the Seller a Notice of Clearance advising that the Seller will deliver pursuant to the Delivery Instructions, the Buyer shall require its customer to post with it the full purchase price of all product to be purchased under all contracts covered by such Notice not later than two days prior to the scheduled initiation of delivery.

(b) If the Buyer receives from the Seller a Notice of Non-Clearance advising that the Seller is unable to deliver in accordance with the Delivery Instructions, the Buyer shall give Revised Delivery Instructions to the Seller, not later than 10:30 a.m. on the third business day following receipt of such Notice, or such earlier business day as is necessary to assure that the day on which Revised Delivery Instructions are given is followed by at least two subsequent calendar days ending on the day prior to the last business day of the delivery month. A copy of Revised Delivery Instructions shall be given to the Exchange. The Revised Delivery Instructions shall comply in all respects with the provisions of subparagraph (5) above and shall thereafter comply with the provisions of this sub-paragraph as if such Revised Delivery Instructions were the original Delivery Instructions; provided, however, that such Revised Delivery Instructions may designate for delivery the final day of the consecutive three day period immediately prior to the last business day of the month. Such Revised Delivery Instructions shall specify a delivery date and time not less than 24 hours before or after the delivery time specified in the original Delivery Instructions (whether or not such date and time is within the three-day period specified in the Initial Delivery Instructions), provided such date and time is prior to the last business day of the delivery month and at least two calendar days subsequent to the date on which such Revised Delivery Instructions are given to the Seller. Revised Delivery Instructions given after 10:30 a.m. on any day shall be deemed to have been given on the following business day. Except as provided in Rule 151.09(A)(6), Revised Delivery Instructions may not be amended after they have been given to the Seller.

(8) ACCEPTANCE OF PRODUCT

The Buyer's Customer may not begin to accept the product earlier than the day after the fifth business day of the delivery month or later than the last day prior to the last business day of the delivery month.

The Buyer's Customer may complete receipt of product no later than the last business day of the delivery month.

(B) RESPONSIBILITIES OF CLEARING MEMBERS HAVING OPEN SHORT POSITIONS (SELLERS)

(1) NOTICE OF INTENTION TO DELIVER

By 3:00 p.m. on the first business day of the delivery month, a Seller having an open short position shall file with the Exchange, a properly completed and signed Notice of Intention to Deliver. The Notice of Intention to Deliver shall be in such form as prescribed by the Exchange and shall include the name of the Seller's customer, the name and location of the facility which will supply the product, the number of contracts and such additional information as may be required by the Exchange.

(2) NOTICE OF CLEARANCE; NOTICE OF NON-CLEARANCE

(a) Not later than 4:30 p.m. of a day on which the Buyer gives the Seller Delivery Instructions, the Seller shall give the Buyer a properly completed and signed Notice of Clearance in such form as prescribed by the Exchange, with a copy to the Exchange, indicating that it is prepared to make delivery in accordance with the provisions of the Buyer's Delivery Instructions.

(b) (i) In the event that the Seller's Customer is unable to make delivery in accordance with the Buyer's Delivery Instructions because of a good faith inability to receive clearance from the facility, the Seller shall, not later than 4:30 p.m. of the day on which the Buyer gives the Seller Delivery Instructions, give to the Buyer a Notice of Non-Clearance, with a copy to the Exchange, and state the reasons for such inability. The Seller may, at its option, in the Notice of Non-Clearance suggest an alternate or preferred delivery site, date or time. In the event the facility nominated by the Seller asserts a minimum loading requirement for barge delivery which is an amount greater than the quantity nominated by the Buyer for lifting, the Seller may not issue a Notice of Non-Clearance to the Buyer based solely upon such loading requirement. However, in the event the facility's minimum loading requirement prevents delivery as nominated by the buyer, the Seller may unilaterally and without the Buyer's consent, upon written notice to the Buyer, with a copy to the Exchange, not later than 4:30 p.m. of the day on which the Buyer gives the Seller Delivery Instructions, amend the name and location of the delivery facility set forth in the Delivery Notice to consummate delivery as otherwise provided in the Delivery Instructions.

— (ii) If Notice of Non-Clearance is given, the Seller shall require its customer, at the time the Notice of Non-Clearance is given, to post additional original margin equal to 25% of the total contract value of all contracts listed in the Delivery Instructions. Such additional margin shall be posted by the Seller with the Exchange not later than 11 a.m. on the next business day.

— (iii) Not later than 4:30 p.m. of a day on which the Buyer gives the seller Revised Delivery Instructions, the Seller shall give the Buyer a Notice of Clearance, with a copy to the Exchange, indicating that it is prepared to make delivery in accordance with the provisions of the Buyer's Revised Delivery Instructions. Revised Delivery Instructions given after 10:30 a.m. on any day shall be deemed to have been given on the following business day. In the event that the Seller's Customer is unable to make delivery in accordance with the Buyer's Revised Delivery Instructions because of Force Majeure, the Seller shall, not later than 4:30 p.m. of the day on which the Buyer gives the Seller Revised Delivery Instructions, give to the Buyer a Notice of Non-Clearance with a copy to the Exchange, and state the reasons for such inability to make delivery.

(C) SETTLING PRICE. The last settling price shall be the basis for delivery.

(D) NOTICE DAY. The Clearing House shall allocate Notices of Intention to Deliver and Notices of Intention to Accept by matching size of positions to the extent possible. The Clearing House shall pass copies of the notices to the respective Clearing Members on the morning of the next business day. The day the notices are passed to the Clearing Members shall be referred to as the Notice Day. The Notice Day shall be the second business day of the delivery month.

(E) NON TRANSFERABLE. The Clearing Member who receives a Notice of Intention to Deliver or Notice of Intention to Accept from the Clearing House shall have agreed to accept or deliver product. Notices of Intention to Deliver or Notices of Intention to Accept are not transferable.

(F) DELIVERY DAY

~~(1) Shipment will commence when product passes the Buyer's Customer's cargo intake flange, tank or pipeline connection; at such time the Buyer's Customer shall bear the risk of loss.~~

~~(2) The Buyer's Customer shall pay the Seller's Customer at the office of the Seller's Customer by certified check by 12:00 noon of the business day following the receipt of the product, or by 12:00 noon on the last business day of the delivery month, whichever is earlier. The amount of payment shall be based on volume delivered as determined in Rule 192.02. Should the inspector, appointed under Rule 192.12, be unable to supply quantitative results prior to the time established herein for payment of the product, a pro forma payment based on 42,000 U.S. gallons per contract shall be made. Payment adjustments based on actual quantity transferred shall be completed between Clearing Members by 12:00 noon of the first business day after receipt of the telexed Inspector's report but no later than the third business day after transfer of physical product. Alternatively, buyer and seller may mutually agree to effect payment or adjustment, as otherwise prescribed in this Rule, by federal funds money wire as a substitution for a certified check.~~

~~—(a) If the Buyer requires multiple delivery dates, multiple payment shall be required for each portion of product transferred.~~

~~—(b) The Seller's Customer, upon receipt of payment, shall give the Buyer's Customer a bill of lading or other quantitative certificate and any other appropriate documents necessary to transfer ownership of the product to the buyer.~~

~~(3) The day the Buyer's Customer receives the product shall be referred to as the Delivery Day.~~

192.10. SHIPMENT

~~(A) The facility must be capable of making delivery by barge, and may be capable of making delivery by truck.~~

~~(B) The Seller's Customer's ex-shore facility must have a minimum draft of 20 feet at mean low water and a minimum access draft of 20 feet at mean low water. The Seller's Customer must supply the product as soon as the barge or tanker reports readiness to load; alternatively, if delivery is to be made on shore, the Seller's Customer must supply the product as soon as the Buyer's Customer reports that the transfer facility or truck is ready to accept the product.~~

~~(C) The Buyer's Customer's barge must be safely afloat at all times.~~

~~(D) The Seller's Customer shall pay all applicable demurrage charges if the shore facility is unable to deliver the product at a rate sufficient to meet normal requirements for loading a barge or is unable to deliver ex-tank or pipeline at the normal rate for such delivery. The Buyer's Customer shall pay all other demurrage charges.~~

~~(E) For truck delivery, the Buyer shall pay Seller a truck surcharge of \$0.03 cents per gallon in addition to the final settlement price.~~

192.11. 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, bill of lading, check or of any document or instrument delivered pursuant to these rules.~~

192.12. INSPECTION

~~(A) The Buyer shall notify the Seller in the Initial Delivery Instructions that a grade and quality or quantity inspection is requested. The Seller's Customer shall initiate inspection of the product to be delivered 24 hours prior to the nominated time and date specified in the delivery instructions. The Buyer may request the tests for any or all grade and quality specifications for the stated product listed in Rule 192.03. The Buyer may request a quantity inspection for all deliveries. The Buyer shall require a quantity inspection for delivery by barge, tanker or inter-facility transfer (pump-over). If the Buyer does not request a quantity inspection, the Seller may request such inspection.~~

~~(B) If a Buyer requests grade and quality or quantity inspection, or if a Seller requests a quantity inspection, the inspection company listed in the Initial Delivery Instructions shall perform the inspection,~~

unless an alternate inspection company is appointed by the Petroleum Delivery Committee, pursuant to Rule 192.09(A)(3).

(C) If the product meets grade and quality specifications, the Buyer's Customer and Seller's Customer shall share equally in the cost of inspection. If the product does not meet grade and quality specifications, the Seller's Customer shall pay the cost of inspection. The cost of verifying the quantity of product transferred shall be shared equally by Buyer's Customer and Seller's Customer.

(D) If the product does not meet grade and quality specifications, or if product is added to the tendered tank(s) after the inspection is conducted, the Seller's Customer, at its own expense shall initiate a second inspection, performed by the same inspection company as the initial inspection. Seller's Customer shall furnish the results of the second inspection to the Buyer's Customer no later than the nominated time and date of pickup. If the product does not meet grade and quality specifications in the second inspection, within one business day of receipt of the report by the Exchange a Panel of the Petroleum Delivery Committee, as appointed by the Chairman, shall meet to review the delivery if necessary, pursuant to the procedures set forth in Rule 192.15(C).

In addition, the Seller shall require its customer to post additional margin equal to 25% of the total contract value of all contracts listed in the Delivery Instructions. Such additional margin shall be posted by the Seller with the Exchange not later than 11:00 a.m. on the next business day.

(E) The inspection company shall not be affiliated with the parties to the delivery. The inspection company must be capable of performing the quantity or quality tests requested by the Buyer or Seller in such a manner so as to assure that the product delivered conforms with these rules. The inspection company shall determine the quantity or quality of product transferred by using the prevailing practices of the facility transferring the product in effect at the time of delivery.

(F) The Buyer shall deliver to the Exchange, if requested, a copy of all reports of the inspection company.

192.14. EFP AND EFS

(A) An exchange of futures for, or in connection with, the product (EFP) or exchange of futures for swaps (EFS) consist of two discrete, but related, transactions; a physical commodity or swap transaction and a futures transaction. At the time such transaction is effected, the Buyer's Customer and Seller's Customer of the futures must be the Seller's Customer and Buyer's Customer of a quantity of the physical product or swaps agreement covered by this Section (or any derivative, by product or related product). The quantity of physical product or swap agreement must be approximately equivalent to the quantity covered by the futures contracts.

(B) Except as provided below, an EFP or EFS must take place during the hours of trading for the futures contract. An EFP or EFS is permitted at any time before 2:00 PM of the first business day following termination of trading in an expired futures contract, provided, however, that an EFP or EFS which establishes a futures position for both the Buyer's Customer and Seller's Customer shall not be permitted on the first business day following the expired contract.

(C) Any EFP or EFS shall be governed by the provisions of this Rule and by the provisions of Rules 6.21 and 6.21A respectively.

(D) Each Buyer's Customer and Seller's Customer must satisfy the Exchange, at its request, that the transaction is a legitimate EFP or EFS transaction. All documentary evidence relating to the EFP or EFS, including, without limitation, evidence as to change of ownership of the physical commodity or swap commitment, shall be obtained by the Clearing Members from their customers and made available by the Clearing Members for examination by the Exchange upon request.

(E) A report of each EFP or EFS transaction shall be given, and notice thereof shall be posted on the floor of the Exchange, on the day that the transaction thereto was made, or if such agreement was made after the close of trading, then on the next business day. EFP or EFS transactions shall be cleared through the Exchange in accordance with normal procedures, shall be clearly identified as EFP or EFS transactions, and shall be recorded as such by the Exchange and by the Clearing Members involved.

192.15. ALTERNATIVE DELIVERY PROCEDURE

A seller or buyer may agree with the buyer or seller with which it has been matched by the Exchange under Rule 192.09(D) to make and take delivery under terms or conditions which differ from the terms and conditions described by this Chapter. In such a case, Clearing Members shall execute an Alternate Notice of Intention to Deliver on the form prescribed by the Exchange and shall deliver a completed 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 Exchange contracts.

In executing such Notice, Clearing Members shall indemnify the Exchange against any liability, cost or expense it 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.

192.16. FORCE MAJEURE, LATE PERFORMANCE AND FAILURE TO PERFORM

(A) DEFINITION. As used in this Rule 192.16 the following terms, as well as variations thereof, shall have the meanings described below.

(1) "Late Performance" means the failure of a buyer or a seller to complete a material act with respect to a delivery obligation imposed by, and within the time period established in, the Rules. No Late Performance may exceed the lesser of five continuous business days or eight consecutive calendar days.

(2) "Failure to Perform" means the failure of a buyer or a seller to complete a material act with respect to a delivery obligation prior to the expiration of the period allowed for the late performance of such act.

(3) "Contract Value" means the amount equal to the settlement price on the last day of trading in the contract times 42,000 times the number of contracts to be delivered.

(4) (a) "Party" means a buyer or seller.

(b) "Other Party" means the corresponding buyer when the seller is late in performance or has failed to perform and the corresponding seller when the buyer is late in performance or has failed to perform.

(5) "Day of Late Performance" means the twenty-four hour period commencing twelve hours after a buyer or a seller was to have performed, provided however, with respect to the obligations of buyers and sellers to submit documents to the Exchange pursuant to the Rules in this chapter, "day of late performance" means the twenty-four hour period commencing immediately after the time specified in the Rules in this chapter for the submission of a document. Each subsequent day of Late Performance shall commence twenty-four hours after the beginning of the prior day of Late Performance. When a party is late in performance, the day when the act is performed shall be a day of Late Performance.

(6) "Force Majeure" means any circumstance (including but not limited to a strike, lockout, national emergency, governmental action, or act of God) which is beyond the control of such buyer or seller, and which prevents the buyer or seller from making or taking delivery of product when and as provided for in these Rules.

(B) RESPONSIBILITIES OF PARTIES TO THE DELIVERY

(1) The parties to a delivery shall make commercially reasonable efforts to perform their respective delivery obligations at all times until a party has failed to perform.

(2) A party which has failed to perform its obligations may no longer perform such obligations; provided, however, that a buyer which has failed to make a payment shall make such payment.

(C) PETROLEUM DELIVERY COMMITTEE

~~(1) Force Majeure, Late Performance and Failure to Perform shall be determined by a Panel of the Petroleum Delivery Committee as set forth below. The Chairman of the Petroleum Delivery Committee shall appoint a Panel, which shall consist of three (3) members of the Committee, to review a delivery:~~

~~(a) when the Chairman is advised by the President or any person designated by the President that it appears that the performance of a party to the delivery is late;~~

~~(b) upon the written request of both the buyer and the seller;~~

~~(c) when the President or any person designated by the President requests such appointment; or~~

~~(d) when either party of the delivery notifies the Exchange that circumstances exist constituting force majeure.~~

~~(2) The Chairman shall not appoint to any Panel any person who has a direct or indirect interest in the delivery in question. Any Panel so appointed shall retain jurisdiction over the delivery in question until the delivery has been completed or a party has been found to have failed to perform such delivery. Exchange Counsel shall serve as advisor to the Panel.~~

~~(3) The Panel shall meet within one business day of notification as provided in these Rules. Unless good cause for delay exists, within one business day the Panel shall determine whether force majeure exists, whether a buyer or seller is late in performing or has failed to perform its obligations as provided in the Rules, and advise the Compliance Department of such determination, and its findings in support thereof immediately. The Panel shall cause its determination to be communicated to the parties to the delivery as expeditiously as possible.~~

~~(4) Absent a declaration of a force majeure, the Panel may, with the consent of both the buyer and the seller, take any one or combination of the following actions as it deems suitable:~~

~~(a) grant an extension of time not to exceed five days from the date of the scheduled delivery, provided, however, that each delivery shall be completed not later than the fifth business day of the calendar month following the delivery month or the last day of the period provided for late performance of the contract, whichever is earlier;~~

~~(b) change the delivery site to a site within New York Harbor, provided that the seller has product or will have product at such site in time for delivery; or,~~

~~(c) modify the method of taking delivery. Nothing in this Subsection shall preclude a party or the Exchange from seeking the remedies set forth in Sections (D) and (E) of this Rule.~~

~~(5) Upon a finding of force majeure, the Panel may take any one or combination of the following actions as it deems suitable:~~

~~a) order an extension of time not to exceed five days from the date of the scheduled delivery, provided, however, that each delivery shall be completed not later than the fifth business day of the calendar month following the delivery month;~~

~~b) change the delivery site to a site within New York Harbor, provided that the seller has product or will have product at such site in time for delivery;~~

~~c) modify the method of taking delivery if such method is acceptable to the buyer;~~

~~d) allocate deliveries; or,~~

~~e) refer to Board of Directors for emergency action as provided in Article 7.~~

~~(6) The Panel may appoint an inspection company as provided in Rule 150.09 (A)(3), provided, however, that the inspection company appointed by the Panel shall not be either of the two inspection companies listed in the Notice of Intention to Accept.~~

~~(D) EXCHANGE ACTION~~

(1) Whenever a buyer or a seller is found by the Panel to be late in the performance of or to have failed to perform a delivery, the Exchange, represented by the Compliance Department, shall issue a Notice of Assessment in accordance with subsections (2) and (3) of this Section, specifying the findings of the Panel with respect to the late or failed delivery.

(2) Either one or both parties shall be assessed a penalty to be paid to the Exchange for each day of Late Performance as follows:

- first day of late performance — 3% of contract value, but not less than \$840 per contract;
- second day of late performance — 3% of contract value, but not less than \$840 per contract;
- third day of late performance — 3% of contract value, but not less than \$840 per contract;
- fourth day of late performance — 3% of contract value, but not less than \$840 per contract;
- fifth day of late performance — 3% of contract value, but not less than \$840 per contract;
- sixth day of late performance — 3% of contract value, but not less than \$840 per contract;
- seventh day of late performance — 4% of contract value, but not less than \$1,200 per contract;
- eighth day of late performance — 5% of contract value, but not less than \$1,200 per contract;

Such charges shall be cumulative for each day of late performance.

(3) When a party has failed to perform, the Compliance Department shall issue a Notice of Assessment assessing penalties of ten percent of the contract value, but not less than \$3,000 per contract, in addition to any penalties assessed pursuant to subparagraph (2) hereof, to be paid to the Exchange.

(4)(a) A party may appeal a Notice of Assessment by filing a Notice of Appeal with the Hearing Registrar of the Exchange and by serving a copy of the same on the Exchange's Compliance Counsel, within two business days of receipt of the Notice of Assessment from the Compliance Department. The party filing the appeal ("Appellant") shall file, within twenty (20) days after filing the Notice of Appeal, a Memorandum of Appeal setting forth the factual and legal basis for the appeal. The Memorandum of Appeal must be filed with the Hearing Registrar and a copy of the same served upon the Exchange's Compliance Counsel.

(b) The Compliance Department may file with the Appellant and the Hearing Register an Answering Memorandum to the Memorandum of Appeal within ten (10) days of receipt of that memorandum.

(c) Failure by the party to file a Notice of Appeal or a Memorandum of Appeal with the time specified in subsection (D)(4)(a) of this Rule shall constitute a waiver, and the penalties set forth in the Notice of Assessment shall be paid within five days to the Exchange. Failure to pay such penalties in accordance with this Rule shall subject the party to the sanctions set forth in Bylaw 106. In the event a party fails to appeal, or waives the opportunity to appeal a Notice of Assessment the Assessment and findings of the Petroleum Delivery Committee shall constitute a final disciplinary action of the Exchange.

(5) Within ten (10) days after receipt of the Compliance Department's reply, the Appellant shall be entitled to examine all books, documents and other tangible evidence in possession or under the control of the Exchange that are to be relied on by the Compliance Department or are otherwise relevant to the matter.

(6) In the event of an appeal by a party, the Chairman of the Exchange, or his designee, shall appoint an Assessment Appeal Panel to hear and decide the appeal. The Panel shall be composed of three members of the Exchange, at least one of whom shall be a member of the Board of Directors. No member of the Panel may have a direct or indirect interest in the matter under the appeal. Each Panel Member shall disclose to the Chairman any such interest which might preclude such Panel member from rendering a fair and impartial determination. The formal Rules of Evidence shall not apply to such appeal, and the Panel shall be the sole judge with respect to the evidence presented to it. Exchange outside counsel shall advise the Panel.

(7) The procedures for the hearing of the appeal before the Assessment Appeal Panel shall be as follows:

(a) At a date to be set by order of the Panel, and prior to such hearing, the Appellant and the Compliance Department shall furnish each other with a list of witnesses expected to be called at the hearing, and a list of documents and copies thereof expected to be introduced at the hearing.

~~(b) At such hearing: The Appellant may appear personally and may be represented by counsel or other representative of his choice at the appeal.~~

~~(c) The Compliance Department shall be entitled to offer evidence relating to the delivery and shall be entitled to call witnesses and introduce documents in support thereof. It shall be the burden of the Compliance Department to demonstrate, by the weight of the evidence, the appropriateness of the sanction set forth in the Notice of Assessment.~~

~~(d) The Appellant shall be entitled to rebut the Compliance Department's evidence and shall be entitled to call witnesses and introduce documents in support thereof.~~

~~(e) The Compliance Department and the Appellant shall be entitled to cross-examine any witness called by the opposing party at the hearing.~~

~~(f) The Notice of Assessment, the Notice of Appeal, the Memorandum of Appeal, any Answering Memorandum, the stenographic transcript of the appeal, any documentary evidence or other material presented to and accepted by the Panel shall constitute the record of the hearing. The decision of the Panel shall be based upon the record of the hearing.~~

~~(g) The Panel shall have the power to impose a penalty against any person who is within the jurisdiction of the Exchange and whose actions impede the progress of a hearing.~~

~~(h) The Assessment Appeal Panel shall issue a written decision in which it may affirm, reduce, or waive the charges assessed against the Appellant and shall state the reasons therefor.~~

~~(i) The decision of the Assessment Appeal Panel shall be a final decision of the Exchange, and shall constitute a final disciplinary action of the Exchange. The fine is payable on the effective day of the decision or as specified. The effective day shall be fifteen (15) days after a copy of the written decision has been delivered to the appellant and to the Commission.~~

~~(8) The Assessment Appeal Panel shall consider, and make recommendations to the Board concerning acceptance or rejection of, any offer of settlement submitted by Appellant. In the case of an offer of settlement, acceptance by the Board shall constitute the final disciplinary action of the Exchange.~~

~~(E) ARBITRATION PROCEDURE~~

~~(1) Any claim for damages arising between a buyer and a seller as a result of a delivery pursuant to this contract shall be settled by arbitration in accordance with these Rules.~~

~~(2) Notice of Intent to Arbitrate must be submitted to the Secretary of the Exchange within three business days of the occurrence upon which the claim is based or the decision of the Petroleum Delivery Committee with respect to a late or failed performance. Failure to submit a Notice of Intent to Arbitrate within the prescribed period will be deemed a waiver of a party's rights to arbitrate such delivery dispute under the special or Regular Arbitration Rules.~~

~~(3) The Arbitration will be governed by the Exchange Arbitration Rules except that the Chairman of the Exchange or his designee shall appoint an Arbitration Panel composed of three Members of the Exchange, at least one of whom shall be a Member of the Board of Directors.~~

192.17. TIME REFERENCES

For purposes of these Rules, unless otherwise specified, times referred to herein shall refer to and indicate New York time.

Diesel 10ppm NWE Le Havre CIF NWE (Platts) Futures	361	S4	*	1,000	750	150	40	S4	
Diesel 10ppm NWE Le Havre CIF NWE (Platts) vs. Gasoil Futures	362	S3		1,000/ 7,000	750/ 7,000	150/ 1,000	40	S4	GX
Diesel 10ppm NWE Le Havre CIF NWE (Platts) vs. Gasoil BALMO Futures	363	S5		1,000/ 7,000	750/ 7,000	150/ 1,000	40	S4	GX
Diesel 10ppm UK CIF NWE (Platts) Futures	371	S6	*	1,000	750	150	40	S6	
Diesel 10ppm UK CIF NWE (Platts) vs. Gasoil Futures	372	S8		1,000/ 7,000	750/ 7,000	150/ 1,000	40	S6	GX
Diesel 10ppm UK CIF NWE (Platts) vs. Gasoil BALMO Futures	373	T4		1,000/ 7,000	750/ 7,000	150/ 1,000	40	S6	GX
Natural Gas									
United Kingdom									
National Balancing Point (NBP) Henry Hub Basis Option	333	V4		3,500	2,500	500	25	E2	
Platts									
Canadian									
Alberta Natural Gas (Platts Gas Daily) Swing Futures	858	K5	*	25,000	20,000	4,000	25	K5	
Rockies									
Stanfield Natural Gas (Platts Gas Daily) Swing Futures	888	Q3	*	1,000	750	75	25	Q3	
Electricity									
ERCOT									
ERCOT Reliability Council of Texas (ERCOT) Platts Megawatt Daily									

ERCOT Houston Competitive Load Zone Real- Time 5 MW Peak Futures	4001	EHR		17,500	12,500	2,500	25	EHR	
ERCOT West Competitive Load Zone Real- Time 5 MW Peak Futures	4002	EWR		8,750	6,250	1,250	25	EWR	
ERCOT North Competitive Load Zone Real- Time 5 MW Peak Futures	4003	ERR		21,000	15,000	3,000	25	ERR	
ERCOT South Competitive Load Zone Real- Time 5 MW Peak Futures	4004	EUR		7,000	5,000	1,000	25	EUR	
ERCOT Houston Competitive Load Zone Real- Time 5 MW Off- Peak Futures	4005	EHI		280,000	200,000	40,000	25	EHI	
ERCOT West Competitive Load Zone Real- Time 5 MW Off- Peak Futures	4006	EWI		140,000	100,000	20,000	25	EWI	
ERCOT North Competitive Load Zone Real- Time 5 MW Off- Peak Futures	4007	ERI		350,000	250,000	50,000	25	ERI	
ERCOT South Competitive Load Zone Real- Time 5 MW Off- Peak Futures	4008	ESI		105,000	75,000	15,000	25	ESI	
ERCOT Houston Competitive Load Zone Real- Time 5 MW Peak Calendar- Day Futures	4009	EHM		700	500	100	25	EHM	
ERCOT West Competitive Load Zone Real- Time 5 MW Peak Calendar- Day Futures	4010	EWM		350	250	50	25	EWM	
ERCOT North Competitive Load Zone Real- Time 5 MW	4011	ENM		1,050	750	150	25	ENM	

Peak Calendar-Day Futures									
ERCOT South Competitive Load Zone Real-Time 5 MW Peak Calendar-Day Futures	4012	EUM		350	250	50	25	EUM	
ERCOT Houston Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures	4013	EHT		14,000	10,000	2,000	25	EHT	
ERCOT West Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures	4014	EWT		7,000	5,000	1,000	25	EWT	
ERCOT North Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures	4015	ENT		17,500	12,500	2,500	25	ENT	
ERCOT South Competitive Load Zone Real-Time 5 MW Off-Peak Calendar-Day Futures	4016	EST		5,250	3,750	750	25	EST	
ERCOT Houston Competitive Load Zone Day-Ahead 5 MW Peak Futures	4017	EHD		17,500	12,500	2,500	25	EHD	
ERCOT West Competitive Load Zone Day-Ahead 5 MW Peak Futures	4018	EWD		8,750	6,250	1,250	25	EWD	
ERCOT North Competitive Load Zone Day-Ahead 5 MW Peak Futures	4019	ERD		21,000	15,000	3,000	25	ERD	
ERCOT South Competitive Load Zone Day-Ahead 5 MW Peak Futures	4020	EUD		7,000	5,000	1,000	25	EUD	

ERCOT Houston Competitive Load Zone Day- Ahead 5 MW Off-Peak Futures	1021	EHY		280,000	200,000	40,000	25	EHY	
ERCOT West Competitive Load Zone Day- Ahead 5 MW Off-Peak Futures	1022	EWY		140,000	100,000	20,000	25	EWY	
ERCOT North Competitive Load Zone Day- Ahead 5 MW Off-Peak Futures	1023	ERY		350,000	250,000	50,000	25	ERY	
ERCOT South Competitive Load Zone Day- Ahead 5 MW Off-Peak Futures	1024	EUY		105,000	75,000	15,000	25	EUY	
ERCOT Houston Competitive Load Zone Day- Ahead 5 MW Peak Calendar- Day Futures	1025	EHC		700	500	100	25	EHC	
ERCOT West Competitive Load Zone Day- Ahead 5 MW Peak Calendar- Day Futures	1026	EWG		350	250	50	25	EWG	
ERCOT North Competitive Load Zone Day- Ahead 5 MW Peak Calendar- Day Futures	1027	ERC		1,050	750	150	25	ERC	
ERCOT South Competitive Load Zone Day- Ahead 5 MW Peak Calendar- Day Futures	1028	EUC		350	250	50	25	EUC	
ERCOT Houston Competitive Load Zone Day- Ahead 5 MW Off-Peak Calendar-Day Futures	1029	EOH		14,000	10,000	2,000	25	EOH	

ERCOT West Competitive Load-Zone-Day- Ahead-5-MW Off-Peak Calendar-Day Futures	1030	EWB		7,000	5,000	1,000	25	EWB	
ERCOT North Competitive Load-Zone-Day- Ahead-5-MW Off-Peak Calendar-Day Futures	1031	ENH		17,500	12,500	2,500	25	ENH	
ERCOT South Competitive Load-Zone-Day- Ahead-5-MW Off-Peak Calendar-Day Futures	1032	ETH		5,250	3,750	750	25	ETH	
ERCOT Houston 345 kV Hub-50 MW Peak Calendar-Day Futures	188	2S		2,000	1,500	250	5	2N	
ERCOT Houston 345 kV Hub-50 MW Off-Peak Calendar-Day Futures	189	3E		30,000	20,000	4,000	25	2W	
ERCOT North 345 kV Hub-50 MW Peak Calendar-Day Futures	196	2T		2,000	1,500	300	4	2P	
ERCOT North 345 kV Hub-50 MW Off-Peak Calendar-Day Futures	197	3F		35,000	25,000	5,000	5	2X	
ERCOT South 345 kV Hub-50 MW Peak Calendar-Day Futures	201	2U		750	500	100	4	2Q	
ERCOT South 345 kV Hub-50 MW Off-Peak Calendar-Day Futures	202	3H		10,000	7,500	1,500	5	2Y	
ERCOT West 345 kV Hub-50 MW Peak Calendar-Day Futures	205	2V		900	600	125	4	2R	

ERCOT West 345 kV Hub 50 MW Off-Peak Calendar-Day Futures	208	3J		15,000	10,000	2,000	25	3D	
Midwest Independent Transmission System Operator, Inc. (MISO)									
MISO Indiana Hub (formerly Cinergy Hub) Calendar-Day Peak LMP Futures	774B	CC		3,500	2,500	500	25	EM	

588.H. Globex Non-Reviewable Trading Ranges

(strikethrough indicates deletion)

Instrument	Non-Reviewable Range (NRR) in Globex format	NRR including Unit of Measure	NRR Ticks
New York Harbor Ethanol Futures	40	\$0.04 per gallon	400