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ICE FUTURES U.S.
World Financial Center
One North End Avenue
New York, New York 10282

BY ELECTRONIC TRANSMISSION

Submission No. 10-55
December 13, 2010

Mr. David Stawick
Secretary of the Commission
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, NW
Washington, DC 20581

Re: **New USDX Market Maker, Amended Russell Mini Futures Market Maker and Extension of Russell Options Market Maker and USDX[®] Member Firm Fee Programs - Submission Pursuant to Section 5c(c)(1) of the Act and Regulation 40.6**

Dear Mr. Stawick:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended, and Commission Regulation 40.6, ICE Futures U.S., Inc. ("Exchange") submits, by written certification, a new USDX Market Maker, amended Russell Mini Futures Market Maker and extension of the Russell Options Market Maker and USDX Member Firm Fee Programs.

New USDX Market Maker Program ("USDX MMP")

The current USDX MMP (see Submission No. 10-11) ranks participants by monthly USDX volume and charges no Exchange and Clearing fee ("Fee") to participants ranked nos. 1 to 5 and a discounted Fee of 5 cents (5¢) per side to participants ranked nos. 6 to 10. The new USDX MMP will be implemented with the following terms and conditions:

1. Approved participants that meet the monthly volume threshold of at least 10,000 USDX futures and options contracts will be ranked each month based upon their total volume in the USDX futures and options contracts. Exchange for Physicals ("EFPs") will not be counted as volume.
2. Participants ranked Nos. 1 to 5 will be charged a Fee of 5 cents (5¢) per side for all USDX futures and option contract volume for the month;

Participants ranked Nos. 6 to 10 will be charged a Fee of 10 cents (10¢) per side for all USDX futures and options contract volume for the month; and

All other participants will receive no benefit for that month.

3. The initial term of the program will be from January 1, 2011 through December 31, 2011.

The key differences between the current and new USDX MMP are the higher Fee charged to the top ten ranked participants each month and the provision for a 10,000 minimum monthly volume requirement for program benefits; all other provisions are unchanged from the current program. A copy of the Application and Agreement for the new USDX MMP is attached as Exhibit A which shows additions and deletions from the current program.

Amended Russell Mini Futures Market Maker Program ("Russell MMP")

A new Russell MMP will become effective January 1, 2011 (see Submission No. 10-35). The new Russell MMP will offer approved participants who meet monthly program volume thresholds a discounted Fee for all Russell volume traded for their proprietary account each month. Program participants ranked nos. 1 to 5 will receive a discounted Fee of four cents (4¢) per side, participants ranked nos. 6 to 10 will receive a discounted Fee of eight cents (8¢) per side, and all other participants receive no discount.

The terms of the new Russell MMP have been amended to provide that the discounted Fee for participants ranked nos. 1 to 5 will be set at five cents (5¢) per side, and that the discounted Fee for participants ranked nos. 6 to 10 will be set at ten cents (10¢) per side. There are no other changes to the Program. A copy of the amended Application and Agreement for the Russell MMP is attached as Exhibit B.

Extension of Russell Options Market Maker Program ("Russell Options MMP")

The Exchange has also operated a Russell Options MMP that offers approved participants who agree to make two-sided markets in Russell Option contracts on the electronic trading platform a full discount of the Fee on all Russell option and related futures volume traded for their proprietary account each month (see Submission Nos. 07-2, 07-59, 08-39, 09-58 and 10-11). The program is scheduled to end on December 31, 2010 but has been extended to December 31, 2011. A copy of the Application and Agreement is attached as Exhibit C.

Extension of USDX Contract Member Firm Fee Program

The Exchange has also operated a Fee program that allows member firms of several specified exchanges (the Chicago Mercantile Exchange, the Chicago Board of Trade, the Chicago Board of Options Exchange, the New York Mercantile Exchange, the International Securities Exchange and ICE Futures U.S.) a discounted Fee of 30 cents (30¢) per side on all USDX Contract volume executed for their proprietary accounts; EFP volume is not included in the program (see Submission Nos. 09-32, 09-42, 10-2, 10-20 and 10-27). The program is scheduled to end on December 31, 2010 but has been extended to December 31, 2011. A copy of the Application and Agreement is attached as Exhibit D.

The Exchange certifies that the new USDX MMP, the amended Russell MMP, and the extension of the Russell Options MMP and the USDX Member Firm Fee Program comply with the requirements of the Commodity Exchange Act and the rules and regulations promulgated thereunder.

The new USDX MMP, the amended Russell MMP, and the extension of the Russell Options MMP and the USDX Member Firm Fee Program were adopted by the Exchange's Board of Directors at its meeting on December 9, 2010 and will go into effect on January 1, 2011. No substantive opposing views were expressed by members or others with respect to the amendments.

If you have any questions or need further information, please contact me at 212-748-4084 or at jill.fassler@theice.com.

Sincerely,

Jill S. Fassler
Vice President
Associate General Counsel

cc: Division of Market Oversight
New York Regional Office

(In the text of the amendments below, additions are underlined and deletions are bracketed and lined out.)

EXHIBIT A

ICE Futures U.S.[®], Inc. USD[®] Market Maker Program

This Application and Agreement is submitted by _____ (“Market Specialist”) to become a Market Specialist for ICE Futures U.S., Inc. (“ICE Futures”) in order to provide a liquid and orderly marketplace for U.S. Dollar Index[®] futures and/or options contracts traded on the ICE electronic trading system and/or the ICE trading floor (the “Designated Contracts”).

The Market Specialist understands and agrees that:

1. It will execute all documents and agreements required by ICE Futures in order that the Market Specialist is able to input orders into the ICE electronic trading system.
2. It will use its best efforts to continuously maintain in the appropriate Designated Contracts a current bid and offer as specified in Schedule A, which is attached and made a part of this Application, for the hours specified in Schedule A.
3. It will make and conduct all trading activity as a Market Specialist through the Market Specialist’s proprietary account which the Market Specialist will identify to appropriate ICE Futures personnel.
4. At the end of each calendar month, all participant Market Makers in this Program will be ranked by traded Program volume executed by the Market Maker during the calendar month, with the highest-volume participant ranked Number One, the second highest participant ranked Number two, and so on. Exchange for Physical (“EFP”) volume shall not be counted as volume for purposes of this program. Each Market Maker who has traded at least 10,000 contracts in the program for the month will be charged Exchange transaction and Clearing Fees for their Program volume for that calendar month that is determined based upon their rank as shown below:

Tier 1 – Participants Ranked Nos. 1 to 5: \$0.0[0]5 per side

Tier 2 – Participants Ranked Nos. 6 to 10: \$0.[05]10 per side

All other Participants are not entitled to a discount for that calendar month under this Program.

5. This Application and Agreement supersedes any and all prior and contemporaneous market specialist agreements, understandings, negotiations and discussions, written or oral, between ICE Futures and the Market Specialist, relating to any transactions contemplated by this Agreement.

6. The term of this Agreement shall commence on the Effective Date and end on December 31, 201[0]1. ICE Futures, in its sole discretion, may either extend the term of the Agreement for a period not to exceed three (3) years in total or terminate the Market Specialist Program at any time prior to December 31, 201[0]1. The Market Specialist further acknowledges that ICE Futures retains the right to revoke the Market Specialist’s status if ICE Futures concludes from its review that the Market Specialist is not complying with the obligations of the Market Specialist.

Effective Date: _____

ICE Futures U.S.

(Market Specialist)

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE A

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Clearing Member Information

Name: _____

Acct #: _____

CM Contact: _____

Phone and email:

I hereby certify that the information provided above is true and correct. I hereby acknowledge and understand that ICE Futures, including but not limited to the Market Regulation Department, will be reviewing trading in my proprietary account(s) listed above in order to determine whether I am continuing to meet the requirements of the Market Specialist Program and if I should continue or be renewed as a participant in the Market Specialist Program. I authorize ICE Futures to contact my clearing member from time to time to confirm my continued eligibility for the program and authorize my clearing member to release all trading information related to my proprietary account(s) listed below to ICE Futures.

I hereby agree that the above bid/offer spreads and trading hours listed for certain of the above ICE Futures US Commodity Contracts are the spreads I, as a Market Specialist, will use its best efforts to maintain in accordance with paragraph 2 of the Market Specialist Application.

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT B
ICE Futures U.S.[®], Inc. Russell Mini Futures Market Maker Program

This Application and Agreement is submitted by _____ (“Market Specialist”) to become a Market Specialist for ICE Futures U.S., Inc. (“ICE Futures”) in order to provide a liquid and orderly marketplace for Russell 1000[®] Index, Russell 2000[®] Index, Russell 1000 Growth Index and Russell 1000 Value Index Mini Futures Contracts traded on the ICE electronic trading system (the “Designated Contracts”).

The Market Specialist understands and agrees that:

1. It will execute all documents and agreements required by ICE Futures in order that the Market Specialist is able to input orders into the ICE electronic trading system.
2. It will use its best efforts to continuously maintain in the appropriate Designated Contracts a current bid and offer as specified in Schedule A, which is attached and made a part of this Application, for the hours specified in Schedule A. Each applicant must agree to act as a Market Specialist for at least three of the Russell Index futures contracts.
3. It will make and conduct all trading activity as a Market Specialist through the Market Specialist’s proprietary account which the Market Specialist will identify to appropriate ICE Futures personnel.
4. At the end of each month, ICE Futures will determine the Market Specialist’s total monthly volume for each of the Designated Contracts listed in Schedule A. For purposes of this calculation and in calculating any fee waiver under this program, EFPs executed in Russell 1000 Index, Russell 1000 Growth Index and Russell 1000 Value Index Mini futures contracts (“the Russell 1000 Contracts”) shall be counted as volume, and EFPs executed in Russell 2000 Index Mini futures contracts shall not be counted as volume. Each Market Specialist that has executed at least 1,000 contracts of Russell 1000 Index Mini futures volume during the month and at least 1,000 contracts combined in Russell 1000 Growth and Russell 1000 Value Index Mini futures during the month will then be ranked by ICE Futures based upon total monthly volume in all the Designated Contracts listed in Schedule A; any Market Specialist that has not met the specified volume thresholds in the Russell 1000 Contracts for the month is not eligible for a discounted fee under this program for that month.
5. Provided that the Market Specialist has met the volume thresholds specified in paragraph 4 above in the Russell 1000 Contracts and is one of the top ten (10) market specialists as described in paragraph 4 above during the calendar month, the Market Specialist shall be charged the following discounted Exchange and Clearing fee for all trades executed on the ICE electronic trading system in the appropriate Designated Contracts for the account identified in accordance with paragraph 3 above for that month:

Participants Ranked Nos. 1 to 5: \$0.0[4]5 per side
Participants Ranked Nos. 6 to 10: \$0.[08]10 per side
All Other Participants: No fee discount under this program.

6. Each month's ranking and waiver of fees will be treated as an independent event. This program will be in effect from the Effective Date through December 31, 2011, with the Market Specialist acknowledging that ICE Futures may terminate this program at any time prior to December 31, 2011.

7. This Application and Agreement supersedes any and all prior and contemporaneous market specialist agreements, understandings, negotiations and discussions, written or oral, between ICE Futures and the Market Specialist, relating to any transactions contemplated by this Agreement.

8. The term of this Agreement shall commence on the Effective Date and end on December 31, 2011. ICE Futures, in its sole discretion, may either extend the term of the Agreement for a period not to exceed three (3) years in total or terminate the Market Specialist Program at any time prior to December 31, 2011. The Market Specialist further acknowledges that ICE Futures retains the right to revoke the Market Specialist's status if ICE Futures concludes from its review that the Market Specialist is not complying with the obligations of the Market Specialist.

Effective Date: _____

ICE Futures U.S.

(Market Specialist)

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE A

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month	Third Month	Calendar Spread
Bid/Offer Spread				
Size				
Trading Hours				

Clearing Member Information

Name: _____

Acct #: _____

CM Contact: _____

Phone and email: _____

I hereby certify that the information provided above is true and correct. I hereby acknowledge and understand that ICE Futures, including but not limited to the Market Regulation Department, will be reviewing trading in my proprietary account(s) listed above in order to determine whether I am continuing to meet the requirements of the Market Specialist Program and if I should continue or be renewed as a participant in the Market Specialist Program. I authorize ICE Futures to contact my clearing member from time to time to confirm my continued eligibility for the program and authorize my clearing member to release all trading information related to my proprietary account(s) listed below to ICE Futures.

I hereby agree that the above bid/offer spreads and trading hours listed for certain of the above ICE Futures US Commodity Contracts are the spreads I, as a Market Specialist, will use its best efforts to maintain in accordance with paragraph 2 of the Market Specialist Application.

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT C
ICE Futures U.S.[®], Inc.

This Application and Agreement is submitted by _____ (“Market Specialist”), to become a Market Specialist for ICE Futures U.S. (“ICE Futures”) in order to provide a liquid and orderly marketplace for the ICE Russell Options Contracts traded on the ICE electronic trading system (the “Designated Contracts”).

The Market Specialist understands and agrees that:

1. It will execute all documents and agreements required by ICE Futures in order that the Market Specialist is able to input orders into the ICE electronic trading system.
2. It will use its best efforts to continuously maintain in the at-the-money strike and the five closest strikes on each side of the at-the-money strike of the appropriate Designated Contracts, a current bid and offer as specified in Schedule A, which is attached and made a part of this Application, for the hours specified in Schedule A.
3. It will make and conduct all trading activity as a Market Specialist through the Market Specialist’s proprietary account which the Market Specialist will identify to appropriate ICE Futures personnel. If necessary the Participant will achieve the fee waiver or fee discount referenced in Paragraph 4 below via a rebate that will be paid to Participant/Participant’s Clearing Member on a monthly basis. Such rebate will be paid after Participant’s Clearing Member has provided to the Exchange an accounting of the executed volume by the participant’s proprietary trading account for the respective calendar month and demonstrated that a higher fee has been charged. All rebate requests must be provided to ICE Futures audit personnel by the 7th business day of the subsequent month.
4. ICE Futures will waive all Exchange transaction and Clearing fees due and owing by the Market Specialist for all trades executed on the ICE electronic trading system in the appropriate Designated Contracts for the account identified in accordance with paragraph 3 above for that month; as well as for all futures contracts executed by the Market Specialist on the ICE electronic trading system in the related underlying futures contract as part of the Market Specialist’s options market making function; provided, however, that upon prior written notice to the Market Specialist, the Exchange may charge Exchange transaction and Clearing fees of no more than ten cents (10¢) per side commencing at the beginning of the month following such notice. This program will be in effect from the Effective Date through December 31, 2010, with the Market Specialist acknowledging that ICE Futures may terminate this program at any time prior to December 31, 2010.
5. This Application and Agreement supersedes any and all prior and contemporaneous market specialist agreements, understandings, negotiations and discussions, written or oral, between ICE Futures and the Market Specialist, relating to any transactions contemplated by this Agreement.
6. The term of this Agreement shall commence on the Effective Date and end on December 31, 201[0]1. ICE Futures, in its sole discretion, may either extend the term of the Agreement for a period not to exceed three (3) years in total or terminate the Market Specialist Program at any time prior to December 31, 201[0]1. The Market Specialist further acknowledges that ICE Futures retains the right to revoke the Market Specialist’s status if ICE Futures concludes from its review that the Market Specialist is not complying with the obligations of the Market Specialist.

Effective Date: _____

ICE Futures U.S.

(Market Specialist)

By: _____

By: _____

Name: _____
Title: _____

Name: _____
Title: _____
Phone: _____
Email: _____

SCHEDULE A

(Assume a 30 day at-the-money option for the spread/size information below)

Product: _____

	Front Month	Second Month		
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month		
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month		
Bid/Offer Spread				
Size				
Trading Hours				

Product: _____

	Front Month	Second Month		
Bid/Offer Spread				
Size				
Trading Hours				

Clearing Member Information

Name: _____ CM Contact: _____

Acct #: _____ Phone or email: _____

I hereby certify that the information provided above is true and correct. I hereby acknowledge and understand that ICE Futures, including but not limited to the Market Regulation Department, will be reviewing trading in my proprietary account(s) listed above in order to determine whether I am continuing to meet the requirements of the Market Specialist Program and if I should continue or be renewed as a participant in the Market Specialist Program. I authorize ICE Futures to contact my clearing member from time to time to confirm my continued eligibility for the program and authorize my clearing member to release all trading information related to my proprietary account(s) listed below to ICE Futures.

I hereby agree that the above bid/offer spreads and trading hours listed for certain of the above ICE Futures US Commodity Option Contracts are the spreads I, as a Market Specialist, will use its best efforts to maintain in accordance with paragraph 2 of the Market Specialist Application.

Date: _____

By: _____

Name:

Title:

EXHIBIT D
ICE FUTURES U.S.[®], Inc.
USDX[®] CONTRACT MEMBER FIRM FEE PROGRAM

The program offers entities that are corporate members from a number of qualifying U.S. derivatives exchanges a rate of \$0.30/side for all ICE Futures U.S. U.S. Dollar Index[®] (“USDX”) futures and options contracts executed in that calendar month. The fee reduction is rebated to the participant's clearing member, and passed on to the participant.

Participant Name: _____

Type of Membership (check one):

CME Corporate Member **CBOT** Corporate Member **CBOE** Corporate Member

NYMEX Corporate Member **ISE** Corporate Member

NFA Registration ID (if applicable): _____

Please identify the proprietary account you will be using for trading ICE Futures U.S. USDX futures and options contracts (only trades in identified accounts will be eligible for program rates).

ICE Futures U.S. Clearing Member	Proprietary Trading Account Number

Clearing Member Contact _____ Phone _____ email _____

From the effective date through trade date December 31, 201[0]1, ICE Futures U.S. will charge participants in the USDX Member Firm Fee Program a rate of \$0.30/contract side in the ICE Futures U.S. USDX futures and options contracts. Only trades executed by the participants in their proprietary accounts are eligible for reduced fees. The difference between the rate charged participants in the USDX Member Firm Fee Program and the standard non-member fees for USDX transactions in these contracts will be rebated to the Program participant through the participant's clearing member. The USDX Member Firm Fee Program will continue through trade date December 31, 201[0]1 or until further notice, but in no case for a period to exceed three (3) years. ICE Futures U.S. reserves the right to remove any participant from the Program at its discretion.

As a qualified representative of the member firm applying to participate in the Program, I hereby certify that the information provided above is true and correct. I hereby acknowledge and understand that ICE Futures U.S., including but not limited to the Market Regulation Department, will be reviewing the trading in the proprietary account(s) listed above in order to determine whether the firm is continuing to meet the requirements of the USDX Member Firm Fee Program and if the firm should continue or be renewed as a participant in the Member Firm Fee Program. I authorize ICE Futures U.S. to contact my clearing member from time to time to confirm my continued eligibility for the program and authorize my clearing member to release all trading information related to the proprietary account(s) listed above to ICE Futures U.S.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Firm: _____

Telephone Number: _____

E-Mail Address: _____

The application should be returned to Tracy Anzalone, IntercontinentalExchange, fax number 312-836-6620, or tracy.anzalone@theice.com. Please call Ray McKenzie (312-836-6720) with questions about the program.