

May 27, 2004

Via E-Mail and US Mail

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

**Re: Rule Certification. NYMEX Submission 04.70 - Notification of
Amendments to NYMEX Division Rule 6.90, et al.**

Dear Ms. Jean Webb:

The New York Mercantile Exchange, Inc. ("NYMEX" or the "Exchange") hereby notifies the Commodity Futures Trading Commission ("CFTC") of amendments to NYMEX Division Rule 6.90, Trading Card Procedures. Conforming changes reflecting the use of an "Approved Handheld" was also added in the following Rules: 6.07(a) and (D), 6.08(A)(2), (D), 6.08B(C), 6.12(C), 6.17(C), (F)(1), (F)(3), 6.18(B)(ii), 6.40(C), 6.42(A), 6.51(D), 6.57(E) and 6.57A(F).

These amendments pertain to the NYMEX's pilot program in the PJM ring to test handheld electronic trading pads scheduled to begin June 1, 2004. Rule 6.90(F) was modified, and conforming changes were made to other Exchange rules which refer to pit cards and trading cards. Pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rule 40.6, the Exchange hereby certifies that the new amendments comply with the Act, including regulations under the Act.

Should you have any questions concerning the above, please contact the undersigned at 212-299-2940.

Very truly yours,

Nancy Minett
Vice President
Compliance Department

Attachment

cc: Thomas LaSala
Brian Regan

Proposed Amendments to NYMEX Chapter 6 Rules.
Strikethroughs indicate deletions; underlining indicates addition.

6.07 Intercommodity Spreads

(A) An Intercommodity Spread is any spread transaction involving two or more different commodities for future delivery on the Exchange and consists of the simultaneous purchase of one or more commodities for future delivery at a stated price differential for a single account, provided, however, that Intercommodity Spreads may only be traded among the energy contracts traded on the Exchange. The term Intercommodity Spread includes, but is not limited to, the following types of transactions:

(i) A Crack Spread is any spread transaction involving two or more different commodities for future delivery on the Exchange and consists of the simultaneous purchase and sale of a specified quantity of crude oil contracts and an equal total quantity contracts involving heating oil and/or unleaded gasoline contracts, at a stated price differential for a single account. All such transactions shall be traded in the appropriate designated area of the Exchange.

(ii) A Spark Spread is any spread transaction involving the simultaneous purchase and sale of Natural Gas and Electricity futures contracts at a ratio specified by the parties at a stated price differential for a single account. All such transactions shall be traded in the appropriate designated area of the Exchange.

(B) All Intercommodity Spread trading on the Exchange floor shall be by open outcry of the differential. All Intercommodity Spread differentials must be consistent with current differentials in such spreads.

(C) The prices for the respective commodities in an Intercommodity Spread shall be fixed by the trading members executing the transaction. The prices of the respective commodities shall be determined as follows:

(i) if the respective commodity months have traded in a price range during the day, and the differential is such that the prices for those months could be within such ranges, then the price for those months must be within their respective ranges;

(ii) if any of the commodity months have traded in a price range during the day, and the differential for the spread falls outside such range or ranges, then the prices for the respective months that traded within a price range during the day shall be a price within the respective range and the other commodity month price(s) shall be within the permissible daily price limits of the contract months traded;

(iii) if none of the commodity months have traded in a price range during the day, then the price for each respective month shall be fixed within the permissible daily price limits of the contract months traded, consistent with the differentials and prices in the nearest active months.

(iv) for the purpose of this rule, the price range shall be defined as all prices in between and including the High and Low during the course of the trading day. If a contract traded at a single price during the day, then that single price shall constitute the price range.

(D) Trading members executing Intercommodity Spreads shall properly record them in writing so as to permit the identification of the transactions and the parties thereto, provided however, that prior to the submission to the Exchange of the Crack Spread or Spark Spread transaction Trading Members shall obtain the written approval of an authorized Floor Committee Member or Exchange Official. The seller in each contract must report on a pit card or an Approved Handheld the price and differential to the Exchange. Intercommodity Spread transactions shall be recorded on special panels. The ticker shall record and publish a differential only. Intercommodity Spread transactions shall not set off stops in any contract except for Intercommodity Spread stops.

6.07A Options-Futures Spreads

(A) A spread transaction, conforming to the following definitions, and consisting of options and the underlying future may be executed for one account as a spread transaction on the Exchange floor by open outcry of the differential in a location designated by the Exchange:

(i) Long calls (puts) and short (long) futures in a generally accepted spread ratio.

(ii) short calls (puts) and long (short) futures in a generally accepted spread ratio.

(iii) Long (short) puts, short (long) calls, and long (short) futures as a conversion (or reverse conversion).

(B) Floor Members executing an option-futures transaction shall properly record it on a pit card or an Approved Handheld ~~designated by the Exchange~~ so as to permit the identification of the transaction and the parties thereto.

(C) All option-futures spread transactions must be in line with current spread differentials:

(i) if both the option and the future have traded in a price range during the day, and the differential is such that the price for both may be within such ranges, then the price for both must be within such ranges;

(ii) if both the option and the future have traded in a price range, and the differential for the spread falls outside such ranges, then the price for one side of the transaction shall be fixed within its price range;

(iii) if either the option or the futures have not traded in a price range, then the price for the other side of the transaction shall be fixed within its price range;

(iv) if neither the option nor the future have traded in a price range, prices shall be fixed which are consistent with the trading range in the nearest active option and within the permissible daily price limit for the future.

6.08A Trading in Futures Spreads

(A) A spread trade in commodity futures contracts shall consist of the simultaneous purchase of one future month and sale of another future month at a stated price difference. The purchase and the sale shall be for one account and in one commodity.

(1) Floor brokers executing spread trades shall properly record them in writing so as to permit the identification of the transactions and the parties thereto. All spread trading on the Exchange trading floor must be made by open outcry. All spread trades must be in line with current spread differentials and the prices for the respective months shall be within the permissible price limits of the contract months traded.

(2) The seller in each contract on the Exchange trading floor must report on a pit card or an Approved Handheld the contract prices and spread differential to the Floor Supervisor. Spread transactions shall be recorded on special spread sales panels. The ticker shall record and publish a spread differential only.

(B) Except as provided in Rule 6.08C(C), spread transactions shall not set off stops in any contract except for spread stops.

6.08B Trading in Options Spreads

(A) Trading in spreads of options contracts shall be for one account. Trading members executing spreads shall properly record them in writing so as to permit the identification of the transactions and the parties thereto. All spread trading on the Exchange must be by open outcry. All spread trading must be in line with current spread differentials:

(i) if both options have traded in a price range during the day, and the differential is such that the price for both may be within such ranges, then the price for both must be within such range for each of the months;

(ii) if both options have had a price range and the differential for the spread falls outside such ranges, then the price for one option shall be fixed within its price range;

(iii) if one option involved in the transaction has not had a price range for the day, the price for the other option shall be fixed within the price range for the day;

(iv) if neither option has had a price range, prices shall be fixed which are consistent with the differential and the trading range in the nearest active option.

(B) Spread transactions shall not set off stops in any strike price except for spread stops.

(C) Notwithstanding the requirements of Rule 6.10(A), for currently executed spread transactions for identical option series which involve more than one buyer opposite the same seller, the buyer shall record such transaction on a pit card or an Approved Handheld ~~designated by the Exchange~~, and submit it to the Exchange within one minute of execution. The seller of the spread shall inform all buyers of their obligation to record and submit the pit card or make the appropriate record on an Approved Handheld.

6.08D Strip Transactions

(A) Definition: A strip transaction shall consist of either the simultaneous purchase or sale of an equal number of contracts in each of two or more consecutive contract months for crude oil futures, natural gas futures, heating oil futures, gasoline futures, propane futures, coal futures or electricity futures for a single account that is quoted and traded at a single price.

(B) Floor Members executing strip transactions shall properly record them in writing so as to permit the identification of the strip transactions and the parties thereto. All strip transactions for futures contracts for crude oil, natural gas, heating oil, gasoline, propane, coal or electricity on the Exchange trading floor must be made by open outcry in the trading rings for crude oil, natural gas, heating oil, gasoline, propane, coal or electricity, as applicable. All strip transactions must be in line with prevailing contract prices for strip transactions and the prices of futures contracts for crude oil, natural gas, heating oil, gasoline, propane, coal or electricity, as applicable, comprising the strip transaction shall be within the permissible price limits of the contract months traded.

(C) The seller in each strip transaction must report on the hard copy ply of his or her trading card or on an Approved Handheld the price of the strip transaction to the Exchange. The Exchange shall then assign the prices for each of the crude oil, natural gas, heating oil, gasoline, propane, coal or electricity futures contracts months comprising the strip transaction pursuant to a methodology as established by the Exchange.

(D) Except as provided in Rule 6.08C(C), strip transactions shall not set off stops in any contract.

6.12 Resolution of Floor Trading Disputes

(A) Each Trading Member shall designate an authorized representative upon whom notice can be served in the event of a claim resulting from a purchase or sale that occurred on the trading floor of the Exchange. A list of designated representatives shall be provided by each trading member to the Exchange Clearing House.

(B) In the event that a dispute arises between Trading Members as to a claim of a purchase or a sale of a contract for future delivery or of an options contract that occurred on the trading floor of

the Exchange, and such dispute is not resolved by them, the party claiming the purchase or sale shall:

(i) File a written notice with the Exchange of the nature of the claim (indicating the opposite trading Member involved, time such disputed transaction occurred, transaction data, and the time and price at which any covering transaction was made).

(ii) As soon as possible, but no later than during the opening call on the Exchange trading floor on the next business day, (or in the case of a dispute involving options, within the first five minutes after the opening) effect transaction to cover the claim. Any gain or loss resulting from such covering transaction shall be the subject of arbitration under Chapter 5 of these Rules.

(C) If the covering transaction occurs during Regular Trading Hours it shall be so designated on the executing Member's trading card or on an Approved Handheld.

(D) All claims for a purchase or sale shall be made within thirty (30) minutes of the completion of dissemination of transfer information on which such purchase or sale alleged to have taken place appears.

6.17 Errors and Omissions in Handling Orders

NYMEX Rule 6.17, Resolution of Errors, Out- and "Who" Trades (A) Errors. If a Floor Member has failed to execute an order placed by a customer or has made an error in handling a customer order, such as by under buying or under selling, and the order cannot be executed in the market at a price which is equal to that which the order should have received, the Floor Member may take one of the following actions:

(1) Execute the order in the market and adjust the customer if the price is worse than that which the customer should have received had the error not occurred; (2) Execute a spread transaction in accordance with Rule 6.17A—Spread Transaction to Rectify an Error; or

(3) Take the opposite side of the order (notwithstanding any rule to the contrary), at a price which is equal to the price the order should have received had the error not occurred. If such price cannot be obtained in the market, or the Floor Member discovers the error after the close of such market, the Floor Member may assign the opposite side of the order to the Floor Member's designated error account at a price which is equal to the price which the order should have received had the error not occurred, notwithstanding any rule to the contrary. Any assignment made after the close of the market must be made promptly.

In no case may a customer receive a price which is worse than that which the customer should have received had the error not occurred. Any transaction or straddle transaction executed pursuant to Subsection (3) above shall be within such day's trading range, reported to the Compliance Department in accordance with the procedures listed in Section (E) below. (B) Out-Trades.

(1) If two Floor Members who have executed a trade disagree about any of the material terms of the trade, including the quantity, price, option series or contract month, or if one Floor Member fails to acknowledge the trade (collectively referred to as “out-trades”), the trade shall clear in accordance with the seller’s recorded terms, unless the Floor Members both agree to nullify (“break”) the trade or agree to accept the trade in accordance with the buyer’s recorded terms.

(2) If a trade is “broken” in accordance with Subsection (B)(1) after it has been confirmed to a customer, the Floor Member handling the customer order may take the opposite side of the order into the designated error account so that the order can be filled by the terms confirmed, provided that he does so in accordance with the procedures set forth in Section (E) of this rule by the close of trading on the business day following the day on which the trade originally was executed.

(C) “Who” Trades. If a Floor Member has executed a trade for a customer, recorded the terms of the trade on his trading card or Approved Handheld, and confirmed the trade to the customer, but is unable to determine the proper identity of the opposite Floor Member (a “Who” trade), the Floor Member shall either:

(1) re-execute the trade in the ring, by open outcry, and adjust the customer to the originally confirmed price; or

(2) substitute himself for the unknown opposite Floor Member, take the opposite side of the trade into his designated error account and assign a fill to the customer at the originally confirmed terms, provided that he does so in accordance with the procedures set forth in Section (E) of this rule by the close of trading on the business day following the day on which the trade originally was executed.

(D) Offset. A Floor Member may not establish a position that would offset the position he has acquired pursuant to Subsection (A)(3), or Sections (B) or (C) of this rule until at least ten minutes after the time of execution of the original trade for the customer.

(E) Procedures. A Floor Member may take the opposite side of a customer order to resolve an error, out- or “Who” trade [as defined in Sections (A)(3), (B) and (C) above] in accordance with the following procedures: (1) Within 15 minutes of the resolution of an error, out- or “Who” trade, the Floor Member must prepare or cause to be prepared an Error/Out-Trade Correction Slip (hereafter “Slip”) that sets forth clearly and accurately:

(a) the date of the error, out- or “Who” trade; (b) the Floor Member’s badge number;

(c) the Floor Member’s error account number and the clearing firm at which the account is maintained; (d) the badge of the opposite Floor Member, if applicable;

(e) the details of (i) the trade as recorded by the Floor Member, (ii) the trade as recorded by the opposite Floor Member, in the case of an out-trade, (iii) the cross trade by which the Floor Member has taken the opposite side of his customer’s order;

(f) the date on which the Slip was prepared;

(g) the signature of the individual who prepared the Slip; and (h) such other information as the Exchange may require. (2) Upon completion of the Slip, the Floor Member shall staple a photocopy of his trading records to the Slip and submit the Slip and trading records to a designated representative of the Exchange, who shall review the materials to assure that they are complete, sign the Slip, and retain one copy for the Exchange.

(3) After the Exchange representative has signed the Slip, the Floor Member shall submit the remaining copies of the Slip as follows:

(a) the top copy shall be submitted to the clearing member at which time the clearing member shall time-stamp the Slip, thereby acknowledging receipt;

(b) the second copy shall be submitted to the clearing member intended to clear the customer's trade; and

(c) the third copy shall be submitted to the opposite Floor Member, in the case of an out-trade.

(4) The Floor Member shall retain a copy of the Slip for such period as required by CFTC Rule 1.31 for trading floor records.

(F) Recordation Requirements.

(1) A Floor Member shall not be required to insert on a trading card or an Approved Handheld the cross trade resulting from the resolution of an error, out-or "Who" trade by having taken the opposite side of a customer's order, but any trade offsetting the cross trade must be recorded in conformity with the requirements of Rule 6.90 ("Trading Card Procedures") and, if executed after the cross trade, specially identified in such manner as the Exchange may prescribe.

(2) Trade data submitted to the Exchange shall specially identify any cross trade resulting from a Floor Member's resolution of an error, out- or "Who" trade and specify the account in which it will clear. Trade data pertaining to the offset of the cross trade shall specify the account in which the offsetting trade will clear.

(3) Any claim made by a Floor Member against another Floor Member in connection with an out-trade shall be recorded on the reverse side of the trading card of each of the Floor Members. If either Floor Member records trades using an Approved Handheld, the Floor Member must either create a written timestamped record or an Electronic notation of the claim.

(G) Adjustments. If the resolution of an out-trade or a dispute involving an error requires a Floor Member to make an adjustment to another Floor Member, or to a customer, the adjustment shall be made by check [or through the use of ATOM with permission of the Floor Member].

(H) Modification of Trade Terms Prohibited. Except as otherwise provided in this rule, a Floor Member shall not change the terms of a trade to correct an error or to resolve an out-trade.

(I) Arbitration. Nothing shall preclude the resolution of a dispute arising from or in connection with an error or out-trade by means of arbitration in accordance with Chapter Five of these rules.

6.18 Numbering and Time Stamping Orders

(A)(i) When an FCM receives an order from a customer a memorandum of the order shall be made in non-erasable ink which shall identify the customer by symbol or account number and shall be time stamped when received and time stamped when a report of the execution is made, and, in addition, in the case of option customers' orders, the memorandum shall be time stamped to the nearest minute the order is transmitted for execution on the floor.

(ii) When a Floor Member, FCM, Member Firm, or Floor Brokerage Business receives an order, on the Exchange Floor, from a customer, a memorandum of the order shall be made in non-erasable ink which shall identify the customer by symbol or number and which shall be time stamped when received and time stamped when a report of the execution is first made. The Floor Member, FCM, Member Firm or Floor Brokerage Business shall indicate the customer account number, clearing member number and customer type indicator code on transfer information furnished to the Exchange.

(B)(i) When an order is received from a Member who is on the floor of the Exchange and trading for his own account or an account controlled by such Member (a Type 3 trade), a memorandum of the order shall be made by the executing broker in non-erasable ink which shall be numbered, or identified by symbol and shall identify the Member initiating the order by symbol or account number and which shall be time stamped when received and time stamped when the report of execution is made.

(ii) The requirements of paragraph (B)(i) shall not apply to transactions that are executable as part of intermarket spread transactions or options offset transactions, provided that the Member initiating the order personally executes one or more legs of the transaction and the transaction is recorded on a pit card or an Approved Handheld that is submitted to the Exchange within one minute of execution in accordance with the requirements of Rule 6.10(A). However, with respect to all Type 3 trades, the executing floor broker shall indicate on the transfer information required by the Exchange to be submitted in conjunction therewith, the alpha code (badge symbol) of the Member on whose behalf the trade was executed.

(C) Floor Members who execute customer and Type 3 orders on the Exchange floor must retain one ply or copy of the customer order memorandum or Type 3 order memorandum, if applicable, in accordance with Exchange Rule 8.50(A). Floor Members may be exempt from this requirement if written notice, from an FCM or Member Firm, is given to the Compliance Department acknowledging that it is the custodian of a Floor Member's daily trading records.

6.40 Simultaneous Buy and Sell Orders on the Exchange Trading Floor

(A) A Trading Member on the Exchange Trading Floor who shall have in hand at the same time

both buy and sell orders of different principals for the same commodity for future delivery in the same delivery month or for the same option (both puts or both calls, with the same underlying contract for future delivery, expiration date and strike price) may execute such orders for, and directly between, such principals at the market price when the conditions of this Rule §6.40 are met.

(B) Such orders shall be offered by the Trading Member openly and competitively by open outcry in the trading pit on the Exchange floor by bidding and offering the quantity to be purchased and sold at the same price at least two times, and neither such bid nor such offer are accepted.

(C) Such member executes such orders in the presence of an Exchange employee designated to observe such transactions or a member of the Floor Committee; by appropriate descriptive words or symbol, clearly identifies all such transactions on his trading card or other similar record, made at the time of execution, and thereon the exact time of execution; and, promptly presents said record to said Exchange employee or member of the Floor Committee for verification and initialing.

(D) The Exchange shall keep for at least five (5) years a record of each such transaction showing the date, price, quantity, kind of commodity, delivery month, by whom executed, and the exact time of execution; or in the case of options contracts, a record showing the date, premium, strike price, whether a put or call, quantity, kind of commodity, expiration month, by whom executed, and the exact time of execution.

(E) Neither the futures commission merchant receiving nor the member executing such orders has any interest therein, directly or indirectly, except as such executing futures commission merchant or Member.

[Rule 6.40(F) is a component of the Trading at Settlement Pilot Program]

(F) (1) Except on the last trading day, no trade shall be permitted pursuant to this Rule 6.40 during the closing range of the first four (4) trading months of Crude Oil or Natural Gas futures.

(2) Except on the last trading day, no trade shall be permitted pursuant to this Rule 6.40 during the closing range of all contract months of Heating Oil or Unleaded Gasoline futures.

6.42 Procedures on the Exchange Floor for Simultaneous Buy and Sell Orders

(A) Trading Members who have for execution on the Exchange Floor, orders from different principals for a commodity in the same delivery month or for the same option (both puts or both calls, with the same underlying contract for future delivery, expiration date, and strike price) may act as both buying and selling broker in the execution of such orders. Such Trading Members shall execute all transactions executed under Rule 6.40 in the presence of a designated Exchange employee or a member of the Floor Committee, who shall initial the trading member's card (or if the member used an Approved Handheld, a written record of the execution) after the execution

of the cross-trade only if the Trading Member has followed the procedures set forth in Rule 6.40 and in this Rule 6.42.

(B) After the Trading Member has offered and bid, as required by Rule 6.40, the Trading Member must satisfy all proper bids and offers in the ring before crossing the orders.

(C) Any two Trading Members who have one or more of the relationships listed below at the time of a trade between them are effecting a cross-trade that must be executed in compliance with the requirements of Rules 6.40 and 6.41 and paragraphs (A) and (B) of this Rule as applicable.

(i) employer and employee;

(ii) employees of the same employer;

(iii) partners of a partnership;

(iv) officers, directors and ten percent (10%) shareholders of the same corporation; or

(v) members of a broker association required to be registered under the provisions of Rule 6.43A.

(D) Any member of a broker association who would otherwise be subject to the provisions of paragraph (C)(v) of this Rule may apply for an exemption from the requirements set forth in paragraph (C) on the grounds that the activity for which registration as a broker association has been required does not occur on a daily basis. Exemptions shall be determined on a case by case basis. If an exemption is granted, the broker association members will only be required to execute trades between them as cross-trades in compliance with the requirements of Rules 6.40 and 6.41 and paragraphs (A) and (B) of this Rule, as applicable during those trading sessions that they are engaging in the activity for which registration as a broker association has been required. Any request for an exemption from the requirements of this Rule shall be filed with the President or his designee on a form to be prescribed by the Exchange. A written determination shall then be issued in response to the request for exemption.

6.51 Settlement Price Committee

(A) Except as provided in Subsection (B) below, the Settlement Price Committee, which shall be a Regular Committee, shall consist of such members, permittees and representatives of non-member firms as the Chairman may appoint with the consent of the Board. Additionally, one (1) Exchange employee will be a voting member of the Committee in the PJM electricity futures contract, calendar spread options and crack spread options. The Exchange employee shall have final authority in all instances to veto and override price determinations made by the Committee. Further, in the Natural Gas Futures contract, an Exchange employee shall be a voting member of the Committee and shall have the right and authority to veto and override any decision by the Committee in conformance with Exchange Rule 6.52A(D). The Committee shall be divided into

sub-committees for each futures and options contract traded. To the extent possible, each sub-committee shall consist of at least six (6) Members, at least one of whom shall be a Floor Broker, one of whom shall be a Floor Trader, and one of whom shall represent trade interests (either personal, of his employer, or of a substantial customer base).

(B) For all futures and options contracts traded solely on NYMEX ACCESS® or NYMEX ClearPortsm Trading, the Settlement Price Committee shall consist of such Exchange employees as the President shall designate from time to time and such Members, Non-Members, and representatives of Member and Non-Member firms as may be appointed by the Chairman and approved by the Board.

(C) At the conclusion of the RTH trading session on the Exchange Floor each day, settlement prices shall be determined for every contract listed.

(D) The Settlement Price Committee, or any subcommittee thereof, shall have the authority to request from any member representing that certain market information should be considered in the determination of a settlement price, such documentation as it deems appropriate including, but not limited to, trading cards or records created using an Approved Handheld, and order tickets.

6.57 Post-Close Trading Session

Fifteen (15) minutes after the close of trading in all energy futures contracts traded on the NYMEX trading floor, or five (5) minutes after the closing range is established for all applicable contract month other than contract months in the Sour Crude Oil futures contract, whichever is later, trading shall resume for a period of two (2) minutes (the "Session") in all energy and metals futures contracts, subject to the following conditions:

(A) Trading during the Session shall be limited to the first twelve (12) listed delivery months;

(B) There shall be no maximum limits on the trading range in a Session and all trades occurring during the Session for a particular contract month of a futures contract shall be executed openly and competitively.

(C) During the Session, Floor Members, Floor Brokers and their customers may participate in the same manner as trading occurring during the regular RTH session, except that any order submitted during the RTH session, including but not limited to resting orders such as stop orders, limit orders and good until cancelled (GTC) orders, will be deemed to have expired as of the end of RTH for purposes of this Session. Accordingly, in the event that a market participant with such an expired order seeks to participate in the Session, a new order must be submitted.

(D) Prices for trades executed during the Session shall be reported on public ticker services as current market prices and trades executed during the Session shall not be considered in determining any settlement price; and

(E) Floor Members executing trades during the Session shall mark a line across their trading cards prior to the entry of a Session trade. This paragraph (E) shall not apply to Floor Members using an Approved Handheld.

(F) Prohibition on Cross-Trades. A Floor Member who has in hand at any time in the post-close session buy and sell orders of different principals for the same commodity for future delivery in the same delivery month shall not execute such orders directly between such principals.

6.57A End of Week Trading Session

On the last trading day of the calendar week, and, in any week when an Exchange holiday falls on a Tuesday, Wednesday or Thursday on the trading day preceding such midweek Exchange holiday, there shall be no post-close trading session provided on the trading floor pursuant to Rule 6.57. Instead, on such dates, an end of week trading session (the "End of Week Session") shall commence on the trading floor pursuant to this rule and subsequent to the close. Except as otherwise provided by the President or the President's designee for a particular trade date, such End of Week Session shall commence twenty (20) minutes after the close of trading in such NYMEX Division futures contracts as designated by the Board and shall continue for a period of five (5) minutes in such futures contracts, subject to the following conditions:

(A) Trading during the End of Week Session shall be limited to the first twelve (12) listed delivery months;

(B) There shall be no maximum limits on the trading range in an End of Week Session and all trades occurring during the End of Week Session for a particular contract month of a futures contract shall be executed openly and competitively.

(C) During the End of Week Session, Floor Members, Floor Brokers and their customers may participate in the same manner as trading occurring during the regular RTH session, except that any order submitted during the RTH session, including but not limited to resting orders such as stop orders, limit orders and good until cancelled (GTC) orders, will be deemed to have expired as of the end of RTH for purposes of this End of Week Session. Accordingly, in the event that a market participant with such an expired order seeks to participate in the End of Week Session, a new order must be submitted.

(D) Prices for trades executed during the End of Week Session shall be reported on public ticker services;

(E) Current market prices and trades executed during the End of Week Session shall not be considered in determining any settlement price; and

(F) Floor Members executing trades during the End of Week Session shall mark a line across their trading cards prior to the entry of an End of Week Session trade. This paragraph (F) shall not apply to Floor Members using an Approved Handheld.

(G) Prohibition on Cross-Trades. A Floor Member who has in hand at any time in the end-of-week session buy and sell orders of different principals for the same commodity for future delivery in the same delivery month shall not execute such orders directly between such principals.

6.90 Trading Card Procedures

(A) A Floor Member shall regularly and promptly record all transactions that he executes on a sequentially numbered trading card pre-printed and issued by the Exchange. The Exchange shall maintain a record of all trading cards issued to such Floor Member. Each member shall be accountable for maintaining the original soft ply of all trading cards issued to such member in exact numerical sequence, including soft plies which are not used by the Floor Member or collected by the Exchange.

(B) All trading cards shall show the Member's symbol, the date, price differential or premium, quantity, commodity, delivery month or expiration date, the opposite Floor Member, and, for options, the strike price, and whether the transaction involved a put or a call. With the exception of trades executed during the opening or closing ranges, members shall record the exact time of execution to the minute of the first trade made on each trading card. Members shall identify on their trading cards all trades executed during the opening and closing ranges by marking a line across the card below all transactions executed during the opening and above all transactions executed during the closing range. All transactions must be recorded in exact chronological order of execution on sequential lines of the trading card without skipping lines between trades. If any lines remain after the final transaction has been recorded on a trading card, they shall be marked through by the Floor Member.

(C) Trading Cards may be collected by the Exchange, at such times and pursuant to such procedures as may be adopted by the Board.

(D) The hard ply of the trading card shall be used to report the sale of futures and options contracts within 1 minute of execution in accordance with Exchange Rule 6.10. Additionally, if any hard ply contains only purchases of futures or options contracts, the Floor Member must submit the hard copy ply of the trading card to the Exchange prior to using the next sequentially numbered trading card.

(E) Members shall use non-erasable ink when recording transactions on trading cards. Errors on trading cards may be corrected by placing a single line through the erroneous information such that the erroneous information remains plainly readable, or by rewriting the trading card; provided, however, that Members shall be required to maintain all trading cards, including those that have been rewritten. Floor Members may be exempt from personally retaining their trading cards if written notice, from their FCM or Member Firm employer, is given to the Compliance Department acknowledging that it is the custodian of a Floor Member's daily trading records (i.e. trading cards, and customer order memoranda).

(F) Notwithstanding the foregoing, the Board of Directors of the Exchange may approve for use by a Floor Member a handheld electronic trading pad ("Approved Handheld") to regularly and promptly record all transactions that he executes, which produces a sequential, unalterable record of trades executed by the Floor Member and which complies with the information and record retention rules and requirements of the Exchange.

(FG) If the Compliance Department determines that Members have failed to comply with any subdivision of Rule 6.90 it may summarily implement the following disciplinary procedures:

1. A Warning Letter may be issued for a first infraction, informing the Member that there was a rule violation.
2. A Second infraction in a 12 month period may subject the Member to a \$100.00 summary fine.
3. A third infraction in an 18 month period may subject the Member to a \$500.00 summary fine.
4. A fourth infraction in a 24 month period will be sufficient basis for a Compliance Department referral to the Business Conduct Committee for formal Disciplinary Action.
5. Subdivisions 1-4 will not apply when the Compliance Department determines that a Member has committed a substantive violation of Exchange rules in addition to a trading card infraction.

(GH) any fine imposed in accordance with Rule 6.90(D) may be appealed to a subcommittee of the Compliance Review Committee ("Subcommittee"). The Subcommittee shall consist of a Chairman, two additional Subcommittee members and two alternates. The Subcommittee members and alternates shall be appointed by the Chairman of the Compliance Review Committee. To appeal a fine, a Member shall file a typewritten request with the Exchange's Compliance Counsel within five (5) business days after receipt of the notice of such fine. The letter of appeal should set forth the reason for the requested appeal and attach any relevant documents. The Subcommittee shall meet at such times as it deems appropriate, and shall reach its decision based upon the letter of appeal and any other documents furnished by the Member subject to the fine with the appeal letter or by the Compliance Department. The Subcommittee in its sole discretion may permit or require personal appearances by the Member and/or the Compliance Department. The Subcommittee shall affirm, modify or reverse the fine appealed and shall issue its Decision in writing within thirty (30) days of meeting to consider the appeal.