

## **APPENDIX A**

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### **Chapter 14H KC HRW Wheat Futures**

#### **14H00. SCOPE OF CHAPTER**

This chapter is limited in application to futures trading of KC HRW Wheat Futures. The procedures for trading, clearing, inspection, delivery and settlement, and any other matters not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

#### **14H01. CONTRACT SPECIFICATIONS**

##### **(For Contract Months Through December 2017 Contract Month)**

Contracts for the delivery of Hard Red Winter Wheat shall be understood as for "Contract" Hard Red Winter Wheat, and the following grades may be tendered on contract at the premiums or discounts indicated:

No. 1 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at one and one-half cents (1.5¢) per bushel over contract price.

No. 2 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at contract price. All above grades are deliverable at protein levels equal to or greater than ten and one-half percent (10.5%) but less than eleven percent (11%) at a ten cent (10¢) per bushel discount to contract price. Protein levels of less than ten and one-half percent (10.5%) are not deliverable on the contract.

Electronic warehouse receipts delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange, must indicate thereon, if wheat, maximum of thirteen and one-half percent (13.5%) moisture.

Electronic warehouse receipts delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange must indicate thereon, for wheat, a maximum of ten (10) IDK (indicating no more than 10 insect damaged kernels per 100 grams). ~~As of the effective date of this rule, any electronic warehouse receipts previously issued and outstanding (that do not indicate thereon a maximum of 10 IDK) shall be subject to the 10 IDK restriction of this rule.~~

Deliveries of the above grades may be made in such proportions as may be convenient to the seller; subject however, to the provisions of Chapter 7 Rules 14H09 and 14H12.

In the event of a change in United States Grain Standards, contracts for future delivery maturing after the effective date of such change shall be made on the basis of the standards as changed; provided, that this shall not be construed to prevent the closing of trades made prior to the effective date of such change.

##### **(For Contract Months Beginning March 2018 and Beyond)**

Contracts for the delivery of Hard Red Winter Wheat shall be understood as for "Contract" Hard Red Winter Wheat, and the following grades may be tendered on contract at the premiums or discounts indicated:

No. 1 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at one and one-half cents (1.5¢) per bushel over contract price.

No. 2 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at contract price. All above grades are deliverable at protein levels equal to or greater than ten and one-half percent (10.5%) but less than eleven percent (11%) at a ten cent (10¢) per bushel discount to contract price. Protein levels of less than ten and one-half percent (10.5%) are not deliverable on the contract.

Shipping certificates delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange, must indicate thereon, if wheat, maximum of thirteen and one-half percent (13.5%) moisture.

Shipping certificates delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange must indicate thereon, for wheat, a maximum of ten (10) IDK (indicating no more than 10 insect damaged kernels per 100 grams).

Deliveries of the above grades may be made in such proportions as may be convenient to the seller; subject however, to the provisions of Chapter 7.

In the event of a change in United States Grain Standards, contracts for future delivery maturing after the effective date of such change shall be made on the basis of the standards as changed; provided, that this shall not be construed to prevent the closing of trades made prior to the effective date of such change.

## **14H02. TRADING SPECIFICATIONS**

Trading in wheat futures is regularly conducted in five months - By custom and usage, the delivery/trading months for grain futures are March, May, July, September, and December, March and May. The number of months open for trading at a given time shall be determined by the Exchange.

### **14H02.A. Trading Schedule**

The hours for trading of wheat futures shall be determined by the Exchange.

On the last day of trading in an expiring futures, the close of the expiring futures shall begin at 12 o'clock noon and trading shall be permitted thereafter for a period not to exceed one minute. Quotations made during this one-minute period shall constitute the close.

The time and place of trading may be changed by the Exchange.

Futures trades at places and hours other than set forth in these rules are prohibited except that the time and place limitations shall not apply to Exchange for Related Position transactions and transfer trades transacted in accordance with Rules 538 and 853, respectively.

### **14H02.B. Trading Unit**

The unit of trading Contracts and deliveries on wheat futures shall be in units of five thousand (5,000) bushels of hard red winter wheat.

### **14H02.C. Price Increments**

The minimum price fluctuation for KC HRW Wheat futures shall be ¼ cent per bushel (\$12.50 per contract), including spreads is one quarter of one cent (1/4¢).

### **14H02.D. Daily Price Limits**

Daily price limits for KC HRW Wheat futures are reset every six months. The first reset date would be the first trading day in May based on the following: Daily settlement prices are collected for the nearest July contract over 45 consecutive trading days before and on the business day prior to April 16th. The average price is calculated based on the collected settlement prices and then multiplied by seven percent. The resulting number, rounded to the nearest 5 cents per bushel, or 30 cents per bushel, whichever is higher, will be the preliminary new initial price limit. This preliminary initial price limit and the preliminary initial price limit for Wheat futures shall be compared, and the higher of the two shall be the new initial price limit for KC HRW Wheat futures and will become effective on the first trading day in May and will remain in effect through the last trading day in October.

The second reset date would be the first trading day in November based on the following: Daily settlement prices are collected for the nearest December contract over 45 consecutive trading days before and on the business day prior to October 16th. The average price is calculated based on the collected settlement prices and then multiplied by seven percent. The resulting number, rounded to the nearest 5 cents per bushel, or 30 cents per bushel, whichever is higher, will be the preliminary new initial price limit. This preliminary initial price limit and the preliminary initial price limit for Wheat futures shall be compared, and the higher of the two shall be the new initial price limit for KC HRW Wheat futures and will become effective on the first trading day in November and will remain in effect through the last trading day in next April.

There shall be no trading in KC HRW Wheat futures at a price more than the initial price limit above or below the previous day's settlement price. Should two or more KC HRW Wheat futures contract months within the first five listed non-spot contracts (or the remaining contract month in a crop year, which is the May contract) settle at limit, or should two or more Wheat futures contract months within the first five listed non-spot contracts (or the remaining contract month in a crop year, which is the May contract) settle at limit, the daily price limits for all contract months shall increase by 50 percent the next business day, rounded up to the nearest 5 cents per bushel. If no KC HRW Wheat futures contract month and no Wheat futures contract month settles at the expanded limit the next business day, daily price limits for all contract months shall revert back to the initial price limit the following business day. There shall be no price limits on the current month contract on or after the second business day preceding the first day of the delivery month.

### **14H02.E. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **14H02.F Termination of Trading**

##### **(For Contract Months Through December 2017 Contract Month)**

No trade in futures contracts deliverable in a current month shall be made after the business day preceding the fifteenth (15th) calendar day of that month, ~~except that outstanding futures contracts for such delivery may be liquidated by means of a bona fide exchange of such current futures for the actual cash commodity. Any contracts remaining open after the last day of trading must be either:~~

(a) Settled by delivery no later than the last business day of the delivery month (last tender two business days prior to delivery).

(b) Liquidated by means of a bona fide Exchange of Futures for Related Position, no later than two business days prior to last delivery day.

~~Note: The Exchange, pursuant to Rule 230(i) may alter the number of days trading is prohibited during the delivery month to conform with federal law and regulations. The seven (7) days come from a CFTC (former CEA) Regulation.~~

##### **(For Contract Months Beginning March 2018 and Beyond)**

No trade in futures contracts deliverable in a current month shall be made after the business day preceding the fifteenth (15th) calendar day of that month. Any contracts remaining open after the last day of trading must be either:

(a) Settled by delivery no later than the second business day following the last trading day (tender on business day prior to delivery).

~~(a)~~(b) Liquidated by means of a bona fide Exchange of Futures for Related Position, no later than the business day following the last trading day.

#### **14H03. RESERVED CONTRACT FEE**

~~An Exchange contract fee will be set by the Exchange to cover its expenses. The Exchange may change the fee at any time on at least thirty (30) days' notice, such change to be effective on the first of a month.~~

#### **14H04. GRADES / GRADE DIFFERENTIALS**

##### **(For Contract Months Through December 2017 Contract Month)**

A futures contract for the sale of wheat shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time load-out instructions are submitted.

No. 1 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at one and one-half cents (1.5¢) per bushel over contract price.

No. 2 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at contract price All above grades are deliverable at protein levels equal to or greater than ten and one-half percent (10.5%) but less than eleven percent (11%) at a ten cent (10¢) per bushel discount to contract price. Protein levels of less than ten and one-half percent (10.5%) are not deliverable on the contract.

Electronic warehouse receipts delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange, must indicate thereon, if wheat, maximum of thirteen and one-half percent (13.5%) moisture.

Electronic warehouse receipts delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange must indicate thereon, for wheat, a maximum of ten (10) IDK (indicating no more than 10 insect damaged kernels per 100 grams). ~~As of the effective date of this rule, any electronic warehouse receipts previously issued and outstanding (that do not indicate thereon a maximum of 10 IDK) shall be subject to the 10 IDK restriction of this rule.~~

At load-out, the buyer may request vomitoxin testing. Wheat loaded-out may contain no more than 2.0 parts per million vomitoxin.

~~During the five (5) business days preceding the first intention day of the September 2011 wheat futures contract month (August 24 to August 30, 2011), warehouse receipts issued and registered with the~~

~~Exchange prior to such time may be presented to the issuing warehouse by the holder and upgraded to reflect a deliverable protein level on such receipts. The issuing elevator must comply with such request and shall, in its sole discretion, make the determination as to the minimum protein level to designate on receipts presented for upgrading. The issuing elevator may charge the holder twelve cents (12¢) per bushel to upgrade the receipt with a designation of eleven percent (11%) minimum protein, or two cents (2¢) per bushel to upgrade the receipt with a designation of ten and one-half percent (10.5%) minimum protein. Warehouse receipts not upgraded pursuant to this rule shall not be deliverable against futures contracts from September 2011 forward.~~

~~Effective July 9, 1976, as to futures contracts for wheat for delivery in July, 1977, and thereafter, the maximum allowable moisture will be thirteen and one-half percent (13.5%).~~

**(For Contract Months Beginning March 2018 and Beyond)**

A futures contract for the sale of wheat shall be performed on the basis of United States origin only upon written request by a taker of delivery at the time load-out instructions are submitted.

No. 1 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at one and one-half cents (1.5¢) per bushel over contract price.

No. 2 Hard Red Winter Wheat with eleven percent (11%) protein level or higher deliverable at contract price All above grades are deliverable at protein levels equal to or greater than ten and one-half percent (10.5%) but less than eleven percent (11%) at a ten cent (10¢) per bushel discount to contract price. Protein levels of less than ten and one-half percent (10.5%) are not deliverable on the contract.

Shipping certificates delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange, must indicate thereon, if wheat, maximum of thirteen and one-half percent (13.5%) moisture.

Shipping certificates delivered in satisfaction of futures contracts to the Clearing House and registered with the Exchange must indicate thereon, for wheat, a maximum of ten (10) IDK (indicating no more than 10 insect damaged kernels per 100 grams).

At load-out, the buyer may request vomitoxin testing. Wheat loaded-out may contain no more than 2.0 parts per million vomitoxin.

**14H05. LOCATION DIFFERENTIALS**

In accordance with the provisions of Rule 14H06., hard red winter wheat for shipment from regular facilities located in Kansas City, Missouri/Kansas may be delivered in satisfaction of KC HRW Wheat futures contracts at contract price, subject to the differentials for grade outlined above. Hard red winter wheat for shipment from regular facilities located in Wichita, Kansas may be delivered in satisfaction of KC HRW Wheat futures contracts at a discount of 6 cents per bushel, subject to the differentials for grade outlined above. Hard red winter wheat for shipment from regular facilities located in Hutchinson, Kansas may be delivered in satisfaction of KC HRW Wheat futures contracts at a discount of 9 cents per bushel, subject to the differentials for grade outlined above. Hard red winter wheat for shipment from regular facilities located in Salina/Abilene, Kansas may be delivered in satisfaction of KC HRW Wheat futures contracts at a discount of 12 cents per bushel, subject to the differentials for grade outlined above.

~~Deliveries in satisfaction of Hard Red Winter Wheat futures contracts may be made by warehouse receipt issued by a regular elevator at any of the locations prescribed by Rule 14H06 at the following prescribed premiums/discounts (differentials):~~

~~Kansas City, Missouri/Kansas contract price.~~

~~Wichita, Kansas at six cents (6¢) per bushel under contract price Hutchinson, Kansas at nine cents (9¢) per bushel under contract price Salina/Abilene, Kansas at twelve cents (12¢) per bushel under contract price.~~

**14H06. DELIVERY POINTS**

Regular elevators or warehouses shall be located in the switching limits of:

- 1.) Kansas City, Missouri/Kansas,
- 2.) Hutchinson, Kansas,
- 3.) Salina/Abilene, Kansas, or
- 4.) Wichita, Kansas.

**14H07. REGISTRATION AND DELIVERY OF KC HRW WHEAT RECEIPTS (THROUGH CONTRACT MONTH DECEMBER 2017) / CERTIFICATES (BEGINNING WITH CONTRACT MONTH MARCH 2018 AND BEYOND) AND DELIVERY PAYMENT DELIVERIES; CLEARING HOUSE**

~~Deliveries on all futures contracts shall be made through the Clearing House. Delivery notices will be given and received, based upon positions (short and long) as shown on the records of the Clearing House as of the close of the business day next preceding the day of delivery notice.~~

**14H07.A. Registration and Delivery of Wheat Receipts/Certificates Seller; Delivery Notice**

~~(Refer to Rule 712. Delivery and Registration, and Rule 713., Delivery Procedures)~~

~~A seller obligated to make delivery of commodities shall issue and deliver to the Clearing House a signed delivery notice which shall contain the name and business address of the issuer and which shall state the quantity and kind of grain to be delivered.~~

**14H07.B. Delivery Payment**

~~Delivery Payment shall be made utilizing the electronic delivery system via the Clearing House's online system. Delivery Payment will be made during the 6:45 a.m. collection cycle, or such other time designated by the Clearing House. Thus, the cost of delivery will be debited or credited to a clearing firm's settlement account. Buyers obligated to accept delivery must take delivery and make Delivery Payment and sellers obligated to make delivery must make delivery during the 6:45 a.m. settlement process, or such other time designated by the Clearing House, on the day of delivery, except on banking holidays when delivery must be taken or made and Delivery Payment made during the 6:45 a.m. settlement process, or such other time designated by the Clearing House, on the next banking business day. Adjustments for differences between contract prices and delivery prices established by the Clearing House shall be made with the Clearing House in accordance with its rules, policies and procedures.~~

**14H07.B. — Seller; Time**

~~Delivery notices must be issued and delivered to the Clearing House before 4:00 p.m. on the second business day preceding the day of delivery except that, on the last notice day of the delivery month, delivery notices may be delivered to the Clearing House until 2:00 p.m. on the last notice day (business day preceding the last delivery day).~~

**14H07.C. — Seller; Warehouse Receipts Delivered**

~~When electronic warehouse receipts are to be delivered, notice shall describe the electronic warehouse receipts by giving the name of the elevator, the serial number, the quantity, and the grade of grain.~~

**14H07.D. — Clearing House; Notice to Buyer**

~~The Clearing House, upon receipt of such notice of intention to deliver, shall immediately issue notice to the buyer to whom the delivery will be made. Delivery must be accepted by the said buyer.~~

**14H07.E. — Time of Delivery; Application by Clearing House**

~~Deliveries on futures contracts shall be made to the Clearing House not later than 11:00 a.m. The Clearing House shall apply such deliveries as soon as possible that same day. This limit shall not be changed by any resolution of the Board advancing the hours of trading and other time limits contained in these rules. The Clearing House shall refuse to accept any tender of delivery after the time limit here provided.~~

**14H07.F. — Longer Notice**

~~Whenever the CFTC by order requires the giving of longer notice of delivery than herein provided, such order shall be observed by sellers, but the time of delivery of notices to the Clearing House shall be as herein provided. No order of the CFTC shall apply to then existing contracts.~~

**14H07.G. — Failure to Deliver**

~~Failure to make delivery of commodities within proper time after tender of notice as herein provided shall be deemed uncommercial conduct subject to the disciplinary procedures of Chapter 4. Further, such failure shall be deemed a default and the provisions of Rules 14H14.A through 14H14.D shall be applicable.~~

**14H08. — DELIVERIES BY ELECTRONIC WAREHOUSE RECEIPT**

~~Except as otherwise provided, delivery of commodities shall be made by the delivery of registered electronic warehouse receipts issued by warehousemen against stocks in warehouses which have been declared regular by the Board.~~

**14H0814H10. STORAGE CHARGES (For Contract Months Through December 2017 Contract Month)**

Effective with the September 2011 wheat futures contract month, no electronic warehouse receipts covering grain in store shall be valid for delivery on futures contracts unless the storage and insurance charges set forth in this Rule (but not load-out fee) on such grain have been paid up to the first calendar day of each contract delivery month (whether or not such receipts will be delivered in satisfaction of

futures contracts) and such payment endorsed on the electronic warehouse receipt. Such endorsement may be made, at the option of the holder, by the regular warehouse issuing the receipt or Exchange staff upon payment to the Exchange Secretary as agent of the warehouse company. Unpaid accumulated storage and insurance charges and the load-out fee shall be assumed by the buyer. Failure to pay the storage and insurance charges by the business day preceding the first calendar day of each contract delivery month shall be deemed a violation subject to the disciplinary procedures set forth in Chapter 4 of the Rules.

On all deliveries by regular electronic warehouse receipts, the deliverer (seller) shall allow storage and insurance charges accrued to date of delivery.

Under the authority of Rule 14H16.G, effective September 1, 2011 the maximum storage and insurance charge for regular elevators on grain delivered on futures contracts is established at \$.00197 per bushel per day from December 1 to June 30, and \$.00296 per bushel per day from July 1 to November 30.

#### **14H08. PREMIUM CHARGES (For Contract Months Beginning March 2018 and Beyond)**

To be valid for delivery on futures contracts, all certificates covering wheat under obligation for shipment must indicate the applicable premium charge. No certificate shall be valid for delivery on futures contracts unless the premium charges on such wheat shall have been paid up to and including the 18th calendar day of the preceding month, and such payment is endorsed on the certificate. Unpaid accumulated premium charges at the posted rate applicable to the facility shall be allowed and credited to the buyer by the seller up to and including date of delivery.

The maximum premium charges on wheat shall be determined prior to the nearby contract delivery period. The Exchange shall measure the nearby spread relative to financial full carry each business day from the 19th calendar day of the delivery month of the contract that expires prior to the nearby contract until the last Friday which precedes by at least two business days the last business day of the month preceding the nearby contract delivery month. For example, for a September expiration, the Exchange would measure the September – December spread relative to financial full carry each business day from July 19 until the last Friday in August which precedes by at least two business days the last business day in August. Financial full carry will be determined by the following formula:

$$N * \left[ \left( \frac{i}{360} \right) * FP + P \right]$$

Where:

N = Number of calendar days from the first delivery day in the nearby contract to the first delivery day in the contract that follows the nearby contract

i = 3-Month LIBOR rate + 200 basis points

FP = Settlement price for the nearby futures contract

P = Current daily premium charge

The percentage of the nearby spread to financial full carry is calculated each business day during the calculation period and a running average of each of these daily values is calculated. At the end of the calculation period (the last Friday which precedes by at least two business days the last business day of the month preceding the nearby contract delivery month), should the running average carry be 80 percent of financial full carry or greater, then the maximum daily premium charge shall increase 10/100's of one cent per bushel on the 18th calendar day of the nearby contract delivery month. Should the running average carry be 50 percent of financial full carry or less, then the maximum daily premium charge shall decrease 10/100's of one cent per bushel on the 18th calendar day of the nearby contract delivery month.

The Exchange may adjust how the observed nearby spread is measured relative to financial full carry should pending contract changes exist that have the potential to affect the normal nearby spread relationship. Any adjustments to how the observed spread is measured will attempt to remove the potential effects caused by the pending contract change. Any adjustments in how the nearby spread is measured will be communicated to market participants through a Special Executive Report or Exchange Advisory Notice prior to the beginning of the measurement period.

Premium charges shall not be reduced below 16.5/100's of one cent per bushel per day.

#### **14H09. DELIVERABLE ELECTRONIC WAREHOUSE RECEIPTS**

All electronic warehouse receipts deliverable on futures contracts shall be for quantities or parcels sold, accompanied by a memorandum of the property to be delivered, with the price of the same, together

~~with the amount due therefore. All electronic warehouse receipts which are tendered on a contract shall be for 5,000 bushels of grain.~~

**14H09. REGULARITY OF FACILITIES AND ISSUERS OF WAREHOUSE RECEIPTS (THROUGH CONTRACT MONTH DECEMBER 2017 / SHIPPING CERTIFICATES (BEGINNING WITH CONTRACT MONTH MARCH 2018 AND BEYOND)**

~~(Refer to Rule 703. Regular Warehouses and Shipping Stations)~~

**14H10. BILLING**

**(For Contract Months Through December 2017 Contract Month)**

~~The Warehouseman is not required to furnish transit billing on grain represented by electronic warehouse receipt deliveries. Delivery shall be flat.~~

**(For Contract Months Beginning March 2018 and Beyond)**

~~The operator of the regular facility is not required to furnish transit billing on grain represented by shipping certificate deliveries. Delivery shall be flat.~~

**14H11. FINALITY OF USDA OR OTHER REQUIRED INSPECTION CERTIFICATE LOADING-OUT; DOCUMENTS REQUIRED**

**(For Contract Months Through December 2017 Contract Month)**

Delivery of grain by regular warehouses when ordered loaded out by holders of regular electronic warehouse receipts shall be by tender of an Official Inspection Certificate and with a weight certificate supplied by a Federally licensed weigh master attached. All deliveries on regular electronic warehouse receipts shall be settled on weights and grades of the respective market.

Electronic warehouse receipts delivered to fulfill a futures contract obligation shall be interpreted as "in store" a regular elevator and that any and all charges to move or transport the grain from the elevator is for the account of the warehouse receipt holder. This includes elevation, weight certificates, grade certificates and other charges known or unknown at this time.

**14H11.A. — No Freight Requirement**

~~The Warehouseman is not required to furnish transit billing on grain represented by electronic warehouse receipt deliveries. Delivery shall be flat.~~

**14H12. INSPECTION GOVERNING**

~~Grain loaded against electronic warehouse receipts that have been delivered on futures contracts shall grade at the loading elevator according to the Official Inspection Certificate the same grade as specified on warehouse receipt surrendered.~~

**14H13. LOAD-OUT**

**14H13.A. — Surrender Electronic Warehouse Receipts**

~~Members or KC HRW Incentive Program Participants who hold electronic warehouse receipts and desire delivery of grain shall surrender the electronic warehouse receipts to the issuer thereof with written load-out instructions in duplicate, stating the grade and amount of grain called for by said receipts. The parties issuing said electronic warehouse receipts shall deliver the amount and kind of grain called for into covered hopper rail cars (hereinafter referred to as cars), or such other equipment mutually agreed upon by the parties. The duplicate order shall be signed by the issuer to acknowledge receipt thereof, and returned to the holder.~~

~~Deoxynivalenol (also known as Vomitoxin) Restriction:~~

~~When electronic warehouse receipts are surrendered to the issuer for load-out pursuant to Rule 14H13, the taker of delivery shall have the option to, at taker's expense, request in such written load-out instructions that the wheat contain no more than 2 ppm (two parts per million) of deoxynivalenol (vomitoxin). A determination of the level of deoxynivalenol shall be made at the point of origin by the Federal Grain Inspection Service or such other third party inspection service mutually agreeable to the maker and taker of delivery. The determination of the level of deoxynivalenol shall be based on the average test results of the wheat loaded in a single day from a single warehouse for each taker of delivery. As of the effective date of this rule (September 1, 2011), any electronic warehouse receipts previously issued and outstanding shall be subject to the provisions of this Rule.~~

**14H13.B. — Order Cars**

~~In accordance with trade practices, the issuer of electronic warehouse receipts shall be responsible for ordering, in writing, the cars necessary for the shipment ordered to be loaded against such receipts and shall give a copy thereof to the holder. However, the holder of the warehouse receipts may elect, in writing, to furnish cars to the elevator of the warehouse receipts issuer to expedite shipment and shall~~

~~give notice to the loading elevator accordingly. Cars furnished by the taker on delivery shall apply against the delivering elevator's empty car order. Any charges incurred for the ordering or cancellation of car orders made at the request of the holder by written instructions shall be for the account of the holder.~~

**14H13.C. — Evidence**

~~In case the receipt holder elects, in the notice given, to have the issuer order the cars necessary for the loading requested, or in the event that railroad companies will furnish empty cars only on the order of elevator operators, the issuer shall immediately place an order with the railroad for all of such cars as the notice specifies and furnish to the receipt holder the railroad order number or other communication from the respective railroad company giving satisfactory evidence that the cars have been ordered.~~

**14H13.D. — Loading Cars**

~~Within five (5) business days after the receipt of the loading order request the delivering elevator shall commence loading all applicable rail equipment that has been actually placed or constructively placed to the delivering elevator at the applicable daily/weekly rate pursuant to subsections (a) and (b) below. The cars are to be loaded in the order they are placed and applied to the respective loading instruction in the order they were furnished. However, in the event cars for more than one set of loading instructions are on constructive placement, the loading elevator shall be required to order from constructive placement those cars furnished for the earliest loading request.~~

<del>a. Warehouse Receipted Wheat Delivered and Not Loaded Out</del>	<b>Load-Out Requirements In Hopper Cars</b>	
	Daily	Weekly
<del>Up to 3,000,000 Bushels</del>	30	150
<del>3,005,000 to 4,000,000 bu.</del>	40	200
<del>4,005,000 to 5,000,000 bu.</del>	50	250
<del>Each Like Increment up, Add</del>	10	50

**b. Reporting requirements**

~~The operator of a facility that is declared regular for delivery is to report the total quantity delivered on current and prior contracts that has not yet been loaded-out as of the close of business on the last business day of the expiring contract month. Such information shall be reported to the Exchange not later than 9:00 a.m. on the next following business day (first business day of the month immediately following the expiring month).~~

**c. Publicizing the Load-Out Rate**

~~The Exchange is charged with publicizing the load-out rate for each warehouse declared regular whose load-out rate is above the minimum thirty (30) cars per day.~~

**d. Duration of Established Load-Out Rate**

~~The published load-out requirement is to remain in effect through the close of business on the last delivery day of the next following contract month, at which time the new load-out rate will be determined pursuant to subsections (a) and (b) above.~~

**14H13.E. — RESERVED**

**14H12.14H13.F. STORAGE CHARGES CEASE (Through Contract Month December 2017)**

Storage charges for account of the holder of the warehouse receipts will cease on any amount on the date that amount is loaded. Furthermore, provided cars are actually or constructively placed, storage charges for the account of the holder will also cease on any bushels not meeting the minimum weekly load-out requirements on the final day that loading is due. In the event loading orders are subsequently cancelled before completion, storage charges will accrue on the total remaining balance.

**14H13.G. — Default on Remaining Delivery Obligation**

~~A default on the entire remaining delivery obligation shall be deemed to have been made if the loading elevator becomes more than twenty (20) business days delinquent in maintaining the minimum load-out capacity, if applicable cars are available, or does not comply with other provisions of these rules.~~

**14H14. — DEFAULT**



#### **14H14.A. — Defaulted Delivery; Purchaser's Options**

~~In case any property contracted for future delivery is not delivered at maturity of contract, the purchaser may elect to:~~

- ~~a. Consider the contract forfeited and cancel the same at the last settlement price as determined by Rule 813;~~
- ~~b. Purchase the property on the market for the account of the seller by 11:00 P.M. of the next business day and notify the seller of such purchase before 2:30 P.M. of the same day; or~~
- ~~c. Require a settlement with the seller at the average market price on the day of the maturity of contract. Any damage or loss due to the purchaser by reason of such purchase or declared settlement shall be due and payable by the seller immediately.~~

#### **14H14.B. — Buyer's Default; Seller's Rights**

~~In case any property contracted for future delivery is not received and paid for when property tendered, it shall be the duty of the seller, in order to establish any claim on the purchaser, to sell the property at any time during the next twenty-four (24) hours after such default shall have been made. The purchaser shall be notified within one (1) hour of such sale. Any loss resulting to the seller shall be paid by the party in default.~~

#### **14H14.C. — Unreasonable Charges Not Allowed**

~~Rules 14H14.A and 14H14.B shall not be construed as authorizing unjust or unreasonable claims based upon manipulated or fictitious markets. In case of any disagreement arising from any action taken under these Rules, the expressed willingness of either party to the controversy to submit the controversy to arbitration under these Rules shall be accepted and construed by the appropriate committee as evidence of the Member's or KC HRW Incentive Program Participant's readiness to equitably adjust and settle the disputed obligation. Such Member or KC HRW Incentive Program Participant shall not be subject to discipline while the matter is pending arbitration. Such Member or KC HRW Incentive Program Participant shall abide by the same in good faith and in case of an award, shall promptly perform such award.~~

#### **14H14.D. — Parties To Arbitration On Default**

~~In case of default on any contract month's deliveries, when the transactions have been carried through the Clearing House, the arbitration of all disputes in reference thereto shall be in one (1) arbitration, so that all the controversies and rights of all parties for any one (1) month's deliveries may be settled at one and the same time. The parties to such arbitration shall be the Clearing House and all parties to whom deliveries were to have been made. All the provisions of the rules and regulations of the Exchange as to arbitration shall apply.~~

### **14H15. — DELIVERIES IN BANKRUPTCY SITUATION**

~~a. For purposes of this Rule:~~

- ~~(i) The term "carrying Clearing Member" means a Clearing Member which carries accounts for customers of a debtor on an omnibus basis.~~
- ~~(ii) The term "customer" shall mean any person for whom a Member or KC HRW Incentive Program Participant carries an Exchange futures contract.~~
- ~~(iii) The term "debtor" shall mean any Member or KC HRW Incentive Program Participant with respect to which an order for relief is entered under the Bankruptcy Code.~~
- ~~(iv) The term "person" shall include an individual, partnership, corporation, trust, association or any other organization.~~
- ~~(v) The term "order for relief" means the filing of a petition in bankruptcy in a voluntary case and the adjudication of bankruptcy in an involuntary case.~~
- ~~(vi) The term "tender" with respect to a notice of delivery shall mean:
  - ~~A. In the case of a short Clearing Member that has presented such a notice to the Clearing House, the assignment of such notice by the Clearing House to a long Clearing Member;~~
  - ~~B. In the case of a long Clearing Member, the acceptance by such Clearing Member of such notice from the Clearing House;~~
  - ~~C. In the case of a short non-Clearing Member that has requested its Clearing Member to issue such a notice, the presentment by such carrying Clearing Member of such notice to the Clearing House; and~~~~

~~D. In the case of a long non-Clearing Member, the allocation of such notice to the debtor by its carrying Clearing Member and the allocation of such notice to a customer by the long non-Clearing Member.~~

~~b. This Rule shall apply only in the event and under the circumstances set forth in paragraph (c) hereof.~~

~~c. Any provision of the By-Laws or Rules to the contrary notwithstanding, in the event that a debtor carries for a customer any Exchange futures contract in the current delivery month with respect to which the underlying physical commodity has not become a part of the debtor's estate on the date of the entry of the order for relief, and with respect to which:~~

~~(i) Trading has ceased on the date of the entry of the order for relief; or~~

~~(ii) Notice of delivery has been tendered on or before the date of the entry of the order of relief; or~~

~~(iii) Trading ceases before such futures contract can be liquidated by the trustee of the debtor's estate; then, any customer for whose account such debtor is holding any such futures contract shall make delivery of and receive payment for, or receive delivery of and make payment for, the physical commodity as required to fulfill such contract as follows:~~

~~A. If the debtor is a Clearing Member, directly with the Clearing House and the Clearing House shall receive delivery of and make payment for, or make delivery of and receive payment for, such commodity in accordance with these Rules; provided, however, that in lieu of making and taking delivery, any such customer and the Clearing House may settle any such contract in any manner permitted under the Clearing House's rules.~~

~~B. If the debtor is not a Clearing Member, through the carrying Clearing Member that carried the customer's account in an omnibus account for the debtor in accordance with the provisions of paragraph (d).~~

~~d.~~

~~(i) Immediately upon learning that an order for relief under the Bankruptcy Code has been entered with respect to a debtor which is not a Clearing Member, the carrying Clearing Member shall communicate with the debtor or its trustee in bankruptcy to ascertain the identity and address of each customer of the debtor who is to make or take delivery pursuant to this Rule 14H15.~~

~~(ii) Immediately upon ascertaining such information, the carrying Clearing Member shall:~~

~~A. Notify each such customer that such customer is to make or take delivery, as the case may be, through the carrying Clearing Member as if the customer maintained an account directly with the carrying Clearing Member, and~~

~~B. Specify the actions which the customer is required to take to consummate such delivery.~~

~~(iii) If, prior to the time when delivery is required to be consummated pursuant to the By-Laws and Rules, the carrying Clearing Member, after good faith efforts, is unable to communicate with a customer or if the customer, for any reason fails or refuses to timely undertake the actions required pursuant to Rule 14H15, the carrying Clearing Member shall have no further obligation or liability to the debtor or such customer in connection with such delivery.~~

~~(iv) Nothing contained in this Rule 14H15 shall prevent a customer and a carrying Clearing Member from making mutually agreeable arrangements to settle deliveries on terms other than those set forth in paragraph (d).~~

~~e. The making or taking of delivery or payment with respect to any futures contract in accordance with paragraph (c) or (d) shall discharge in full the obligations of such customer and such opposite Clearing Member or carrying Clearing Member, as the case may be, to the debtor with respect thereto, but shall not discharge the debtor from any of its obligations with respect to such contract except to the extent that such delivery or payment is made.~~

~~Nothing contained in this Rule 14H15 shall relieve any customer of its obligation to make or take delivery under any Exchange futures contract for the sole reason that delivery must be made to or taken from a commodity broker which is a debtor.~~

## **14H16. REGULARITY**

### **14H16.A. Application For Regularity**

The owner or operator of any warehouse or elevator who desires to have such facility declared regular for the delivery of grain under the rules and regulations of the Exchange may make an application to Exchange staff for a Declaration of Regularity. Such application shall be made on a form prescribed by the Exchange and shall be accompanied with a description of the facility, including its capacity, strength, and receiving and loading facilities. The application shall also be accompanied by a financial statement certified by an independent certified public accountant as of the end of the fiscal year most recently preceding the date of application. All applications shall be subject to approval by the Exchange to determine compliance with the requirements of this Chapter.

#### **14H16.B. Board Prescribe**

Exchange staff by regulation may prescribe the conditions on which warehouses and warehousemen may become regular. To the extent required by the Commodity Exchange Act, as amended, the Exchange, in the case of federally licensed warehouses and warehousemen, may impose only such reasonable requirements as to location, accessibility, and suitability as may be imposed on other regular warehouses and warehousemen.

#### **14H16.C. Effective Date of Regularity**

For applications for regularity pertaining to a warehouse(s) that is not currently regular, the effective date of regularity shall be as follows:

- a. If the application for regularity is approved during a delivery month, the effective date shall be the first business day of the calendar month immediately following the date of the approval.
- b. If the application for regularity is approved during a month that is not a delivery month:
  1. And the calendar month immediately following the month during which approval was granted is not a delivery month, the effective date shall be the business day following the date of approval.
  2. And the calendar month immediately following the month during which approval was granted is a delivery month, the effective date shall be the business day following the last delivery day of such delivery month.

For applications for regularity pertaining to a warehouse(s) that is currently regular (regularity has not expired or been withdrawn, suspended or revoked prior to consideration of the new regularity application), and the application is for approval of a new operator of such warehouse(s), the effective date of regularity shall be the business day following approval.

#### **14H16.D. Conditions of Regularity**

No warehouse or elevator shall be made regular unless it conforms to the requirements set forth below. The warehouse or elevator must be licensed as a public warehouse under the laws of the State of Missouri or Kansas, or under the United States Warehouse Act.

The warehouse or elevator must have a storage capacity of not less than one hundred thousand (100,000) bushels.

The warehouse or elevator must be equipped with bulk receiving and loading facilities adequate for the prompt dispatch of business.

The warehouse or elevator must be so situated that it is connected by railroad tracks with one (1) or more railway lines within the switching district as described in railroad tariffs of the city in which the elevator is located.

The individual, firm, or corporation operating the warehouse or elevator seeking to be declared regular, shall be of unquestioned good financial standing and credit. Such individual, firm, or corporation shall have and maintain a minimum net worth as may be fixed from time to time by the Exchange, provided that the same is uniform in principle as to all individuals, firms, or corporations. The Exchange shall have full authority to determine at any time whether such net worth, financial standing, and credit exists and is being maintained.

A minimum net worth of fifteen cents (15¢) per bushel upon the aggregate storage capacity at all locations in the United States be established and maintained by elevators regular for delivery.

The individual, firm, or corporation operating the warehouse or elevator seeking to be declared regular must comply with the rules and regulations of the Exchange and be a Permit Holder thereof.

The warehouse or elevator must be equipped to load covered hopper rail cars. The warehouse or elevator shall file with the Exchange, stating in bushels, the eight (8) hour load-out capacity of the facility for a five (5) day work week. This load-out capacity must at least meet the minimum load-out required for deliveries on electronic warehouse receipts. (See Rule 14H13.D). Further, the warehouse or elevator shall notify the Exchange of any change in such load-out capacity.

The Member or KC HRW Incentive Program Participant operating a regular warehouse shall notify the Exchange in writing no later than 4:30 p.m. local time on the business day following the date when such Member or KC HRW Incentive Program Participant becomes aware of any requirement of regularity pursuant to the rules and regulations of the Exchange that is no longer being met. Such requirements include, but are not limited to, Member or KC HRW Incentive Program Participant requirements under Chapters 1 & 1A, or applicable financial and suitability

~~requirements under CBOT Rules. Failure to notify the Exchange shall be deemed an act detrimental to the best interests of the Exchange and subject to disciplinary action under Chapter 4 of the Rules.~~

~~Any regular warehouse may have their regularity revoked by the Board if it does not or cannot comply with the conditions of regularity set forth in this Chapter. Should the Board revoke the regularity of any warehouse, notice of such shall be posted.~~

#### ~~14H16.E — Regularity Annual Review~~

~~Each Declaration of Regularity shall expire each year on the 30th day of May. Application for renewal of such declaration must be filed with the designated Exchange staff at least thirty (30) days prior to such expiration and shall be processed in the same manner as the original application.~~

#### ~~14H16.F — Regularity Requirements~~

~~All regular warehouses or elevators shall file with the Exchange a copy of the bond(s), filed with and approved by the applicable licensing authority. All such bonds shall provide that the surety thereon shall notify the Exchange, without right of exoneration, by thirty (30) days' prior written notice of any change, expiration, termination, or cancellation thereof, together with a copy of any change made. Additional bonds may be required by the Exchange in such amount, and containing such conditions or provisions, as it may fix and determine.~~

~~All regular warehouses or elevators shall file with the Exchange copies of insurance policies covering all insurance filed with and approved by the applicable licensing authority. All such policies shall provide that the insurer shall notify the Exchange, without right of exoneration, by thirty (30) days' prior written notice of any change, expiration, termination, or cancellation thereof, together with a copy of any change made. If the policy requires periodical reports on stocks of grain on hand, certified copies of such reports shall be filed with the Exchange.~~

~~Firms may submit a certificate of insurance in lieu of submitting an insurance policy; provided that the certificate is issued by the insurance company, that there is a certificate for each location covered, that such certificate indicates the amount of coverage, the policy expiration date, the number of the policy, and includes the standard Kansas City thirty (30) day notification clause to the Exchange in the event of change or termination as required by this Rule (February 28, 1974).~~

~~All operators of warehouses or elevators regular under the Rules must weigh-up or measure-up their facilities when requested by the Exchange.~~

~~Operators of elevators or warehouses regular under these rules shall make such reports, keep such records, and permit such warehouse visitation as the Exchange, CFTC, or any other applicable government agency may require. Such books and records shall be kept for a period of five (5) years from the date thereof, and such books, records, and warehouses shall be open at all times to inspection by any representative of the Exchange, CFTC, or any other applicable government agency.~~

#### ~~14H16.G — Elevator Charges; Delivery Grain~~

~~The Exchange may, from time to time, establish and revise fees for regular elevators relating to grain delivered in satisfaction of futures contracts, including an elevation fee, a load-out fee, and an insurance and storage fee; provided that the effective date of such fees must be at least thirty (30) days after enactment to permit notice to the Member or KC HRW Incentive Program Participant.~~

~~Under the authority of this Rule, the maximum load-out fee for regular elevators on grain delivered on futures contracts is established at eight cents (8¢) per bushel.~~

#### ~~14H17. — WAREHOUSE RECEIPTS~~

~~Electronic warehouse receipts shall be eligible for delivery in satisfaction of futures contracts only if the electronic warehouse receipts comply with the following requirements:~~

- ~~a. — Are freely negotiable;~~
- ~~b. — Have been issued by a regular warehouse or elevator;~~
- ~~c. — Designate the warehouse or elevator in which the grain is stored; and~~
- ~~d. — Have been registered by the Registrar of the Exchange.~~
- ~~e. — All electronic fields which are required to be completed in connection with an electronic warehouse receipt have been properly completed~~

#### ~~14H17.A — Registration~~

~~The owner or holder of an electronic warehouse receipt desiring to have such receipt registered for delivery in satisfaction of a futures contract shall present such receipt to the Registrar via the approved electronic warehouse receipt provider.~~

~~Registration must be effected by the owner or holder of the electronic warehouse receipt during the business day in which such person or entity files notice of intention of delivery with the Clearing House or during the next following business day.~~

Receipts registered as provided in Rule 14H17.A.2 shall not represent a total quantity in excess of the quantity stated in such notice of intention.

#### **14H17.B—Duties Of Registrar On Presentation**

The Registrar shall register the electronic warehouse receipts if the warehouse or elevator on which the receipt is issued is currently regular. The electronic warehouse receipt shall be approved by the Registrar within the system of the approved electronic warehouse receipt provider of the Exchange and shall be recorded in the proper books of the Exchange.

#### **14H17.C—Cancellation On Load-Out**

Registration or registered receipts must be cancelled upon the loading out of the grain represented thereby.

Immediately following such loading out, the operator of the warehouse or elevator shall deliver such receipt to the Registrar for cancellation. The Registrar is directed to hold such receipt until receipt of a certified report from the taker of the grain accepting the grain as delivered. Upon receipt of such report, the Registrar shall send the electronic warehouse receipt back to the issuer by the approved electronic warehouse provider, shall cancel such registration on the Registrar's books, and the registration of said electronic warehouse receipt shall thereafter be void.

Rule 14H17.C contemplates the records necessary in connection with the loading out of a delivery. The Registrar must receive from the loading elevator a "load-out" sheet showing the party for whom the load-out was made and the receipts covered thereby, and the load-out elevator shall deliver registered receipts to the Registrar for cancellation. The rule also requires that the "taker" of such grain furnish the Registrar a certified acceptance of the grain as delivered which shows that the delivery has been satisfactorily completed and the electronic warehouse receipts previously registered must be cancelled. Therefore, satisfaction of delivery of a futures contract on the Exchange is evidenced by a load-out report by the delivering elevator accompanied by the warehouse receipts applicable thereto and an acknowledgment of accepted delivery by the taker.

#### **14H17.D—Cancellation On Proof Of Purchase**

Registration of registered receipts may be cancelled upon proof of purchase by the issuing warehouse or elevator by presentation of such receipts to the Registrar.

Should electronic warehouse receipts originally registered for delivery purposes be repurchased by the issuing elevator, the Registrar must be furnished with proof of such purchase accompanied by the registered electronic warehouse receipts whereupon the Registrar will cancel them from the records.

The Registrar shall cancel same in the manner provided in Rule 14H17.C.

### **INTERPRETATIONS & SPECIAL NOTICES RELATING TO CHAPTER 14H**

Note: Any examples used in this Interpretation are based on the minimum load-out rate of 30 cars per day or 150 cars per week. Any elevator subject to a higher load-out rate pursuant to Rule 14H13.D must take such higher rate of load-out into consideration and adjust such examples accordingly.

The delivery rules charge the loading elevator to begin loading requested delivery wheat within five (5) business days, which is on day six (6) following receipt of the taker's load-out instructions on day one. Business days do not count Saturdays, Sundays or holidays. Rules include loading requirements per day or per week because some elevators may have to load on a daily basis rather than on a weekly basis. However, an elevator may choose to consolidate his loadings to even once a week. The stop storage rule is to be figured on a weekly basis. Under these rules neither prior business nor new business is of any consequence and does not affect loading requirements or applicable stop of storage. However, an elevator may choose to delay loading, for whatever reason, and allow storage to stop, but must load at a rate adequate to avoid default. Therefore, storage would stop with day ten (10) on 495,000 bushels if no wheat has been loaded or on any portion of this amount that has not been previously loaded. Storage charges would include day ten (10). Loadings made prior to a stop storage deadline would have charges due through the actual day of loading. Storage would stop in a like manner on additional 495,000 bushels at five (5) business day increments thereafter.

Because communications between parties is encouraged, any amendments to the loading request would continue to have time count for stop storage requirements. However, if the order is cancelled and reinstated at a later date, the time begins again at the reinstatement date. Also, if the order is cancelled, then storage charges will accrue from day one on the total remaining balance, whether or not any of the bushels had previously passed a stop storage date. Subsequent amendments or modifications of an existing load-out request do not constitute cancellation of a loading order. A taker may request any railroad covered rail hopper cars or elect to provide private car equipment. Any charges that may be incurred for the ordering or cancellation of car orders shall be paid by the taker. The intent is for the taker to be responsible for reasonable costs of placing and canceling car orders. If cars are not available, as requested in load-out instructions, then the obligation to load is suspended and time does not count until cars are available.

While an elevator may choose to load the required amount after a stop storage date, the intent is not to delay loading unreasonably. The intent of the default rule is therefore intended as only a serious extreme limit. An elevator would be in default on the entire remaining delivery obligation on day 31 if it has not loaded at least 495,000 bushels by day 30. Default on the entire remaining delivery obligation would also be deemed to have occurred after each following five-day increment if the elevator becomes more than 20 business days delinquent in maintaining the minimum load-out schedule.

While communication is encouraged, throughout the delivery rules there are various requirements that communication be confirmed in writing. This is intended to provide a clear audit trail of the delivery process.

### **ELEVATORS IN KANSAS CITY (KC HRW WHEAT)**

<b>CCL CODE</b>	<b>WAREHOUSE</b>	<b>ELEVATOR</b>	<b>CAPACITY IN BUSHELS</b>
1676	ADM Grain Company	Wolcott	2,526,000
1665	Bartlett Grain Company, LP	KCT #1	4,307,000
1666	Bartlett Grain Company, LP	River Rail	10,039,000
1667	Bartlett Grain Company, LP	Fairfax	10,291,000
1685	Cargill, Inc.	Chouteau	927,000
1686	Cargill, Inc.	Katy	4,332,000
<b>Storage Capacity in Kansas City</b>			<b>32,422,000</b>

### **ELEVATORS IN HUTCHINSON (KC HRW WHEAT)**

<b>CCL CODE</b>	<b>WAREHOUSE</b>	<b>ELEVATOR</b>	<b>CAPACITY IN BUSHELS</b>
1677	ADM Grain Company	Elevator A	3,231,000
1678	ADM Grain Company	Elevator B	1,300,600
1679	ADM Grain Company	Elevator I	6,836,000
1680	ADM Grain Company	Elevator J	18,307,000
1687	Cargill, Inc.	Hutchinson Hutchinson	4,394,000
1688	Cargill, Inc.	W	4,448,000
<b>Storage Capacity in Hutchinson</b>			<b>38,516,600</b>

**ELEVATORS IN SALINA/ABILENE (KC HRW WHEAT)**

<b>CCL CODE</b>	<b>WAREHOUSE</b>	<b>ELEVATOR</b>	<b>CAPACITY IN BUSHELS</b>
1681	ADM Grain Company	Salina-A	4,197,000
1689	Cargill, Inc.	Salina	31,463,000
1695	Flint Hills Grain, LLC	Abilene	2,152,000
1698	The Scoular Company	Salina	11,077,000
<b>Storage Capacity in Salina/Abilene</b>			<b>48,889,000</b>

**ELEVATORS IN WICHITA (KC HRW WHEAT)**

<b>CCL CODE</b>	<b>WAREHOUSE</b>	<b>ELEVATOR</b>	<b>CAPACITY IN BUSHELS</b>
1668	Bartlett Grain Company, LP	Wichita	12,080,000
1696	Gavilon Grain, LLC	Wichita	30,542,000
1660	Ardent Mills, LLC	Wichita	5,682,000
<b>Storage Capacity in Wichita</b>			<b>48,304,000</b>