

Chapter 1104

Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures

1104100. SCOPE OF CHAPTER

The provisions of these rules shall apply to all futures contracts bought or sold on the Exchange for cash settlement based on the Floating Price. The procedures for trading, clearing and cash settlement of this contract, and any other matters not specifically covered herein shall be governed by the general rules of the Exchange.

1104101. CONTRACT SPECIFICATIONS

The Floating Price for each contract month shall be equal to the API 5 fob Newcastle 5,500 kcal/kg Monthly Coal Price Index published in the Argus/McCloskey's Coal Price Index Report (i.e. being the average of weekly prices during the contract month).

1104102. TRADING SPECIFICATIONS

The number of months open for trading at a given time shall be determined by the Exchange.

1104102.A. Trading Schedule

The hours of trading for this contract shall be determined by the Exchange.

1104102.B. Trading Unit

The contract quantity shall be one thousand (1,000) metric tons. Each contract shall be valued as the contract quantity (1,000) multiplied by the settlement price.

1104102.C. Price Increments

Prices shall be quoted in U.S. dollars and cents per ton. The minimum price fluctuation shall be \$0.05 (5¢) per metric ton. The minimum final settlement is \$0.01 per metric ton.

1104102.D. 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.

1104102.E. Termination of Trading

The contract shall terminate at the close of trading on the last Friday of the contract month. If such Friday is a UK holiday, the contract will terminate on the UK business day immediately prior to the last Friday of the contract month unless such day is not an Exchange business day, in which case the contract shall terminate on the Exchange business day immediately prior.

1104103. FINAL SETTLEMENT

Final settlement under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.

1104104. DISCLAIMER

The Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures are not sponsored, endorsed, sold or promoted by Argus or IHS. Argus and IHS make no representation or warranty, express or implied, to the owners of the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures or any member of the public regarding the advisability of trading in the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures. Argus' and IHS' only relationship to Chicago Mercantile Exchange Inc., and New York Mercantile Exchange, Inc., (together "CME") is the licensing of certain trademarks and trade names of Argus and IHS and of the API 2, API 3, API 4, API 5, API 6, API 8 and API 12 indexes which are determined, composed and calculated by Argus and IHS without regard to CME or the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures. Argus

and IHS have no obligation to take the needs of CME or the owners of the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures into consideration in determining, composing or calculating the API 2, API 3, AP(4, API 5, API 6, API 8 and APJ 12 indexes . Argus and IHS are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures to be listed or in the determination or calculation of the equation by which the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures are to be converted into cash. Argus and IHS have no obligation or liability in connection with the administration, marketing or trading of the Coal (API 5) FOB Newcastle (Argus/McCloskey) Futures.

ARGUS, IHS AND CME DO NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE API 2, API 3, APJ 4, API 5, API 6, API 8 AND API 12 INDEXES OR ANY DATA RELATED THERETO AND NEITHER ARGUS, IHS, NOR CME SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. ARGUS, IHS AND CME MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY CME, OWNERS OF THE COAL (API 5) FOB NEWCASTLE (ARGUS/MCCLOSKEY) FUTURES, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE API 2, APJ 3, APJ 4, API 5, API 6, API 8 AND API 12 INDEXES OR ANY DATA RELATED THERETO. ARGUS, IHS, AND CME MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE API 2, API 3, API 4, API 5, API 6, API 8 AND API 12 INDEXES OR ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ARGUS, IHS, OR CME HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR INDIRECT , PUN ITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INC LUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THERE ARE NO THIRD PARTY BENEFICIAR IES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN ARGUS, IHS, AND CME.