

Chapter 210

LOOP Crude Oil Storage Futures

210100. SCOPE OF CHAPTER

This chapter is limited in application to LOOP Crude Oil Storage futures contracts for the legal right to store crude oil at the Louisiana Offshore Oil Port (owned and operated by LOOP LLC, referred to herein as “LOOP”). The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provisions of these rules shall apply to a “Capacity Allocation Contract” (CAC) which shall be used for delivery on the Exchange for the legal right to use designated LOOP Sour Storage capacity (“LOOP Sour Storage” as defined in the LOOP LLC Port Complex Terms and Conditions of Service and the LOOP LLC Clovelly Hub Terminalling Services – Connecting Carrier Receipts Terms and Conditions of Service (LOOP Terms and Conditions)) in the quantity of 1,000 barrels of LOOP Sour type crude oil (“LOOP Sour” as defined by NYMEX Rule 50610) for a specified calendar month.

210101. CONTRACT SPECIFICATIONS

The term “Capacity Allocation Contract” (CAC) shall refer to the legal right to use designated LOOP Sour Storage capacity, or any other storage facility designated by LOOP LLC, near Galliano, Louisiana for a specified calendar month, in accordance with the LOOP Terms and Conditions. Each CAC shall be in the quantity of 1,000 barrels of LOOP Sour deliverable in satisfaction of futures contract delivery obligations under this rule.

The terms “seller” and “buyer” shall mean the seller of the CAC and the buyer of the CAC, respectively.

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

210102. TRADING SPECIFICATIONS

Trading in LOOP Crude Oil Storage futures is regularly conducted in all calendar months. The number of months open for trading at a given time shall be determined by the Exchange.

210102.A. Trading Schedule

The hours for trading shall be determined by the Exchange.

210102.B. Trading Unit

The unit of trading shall be one Capacity Allocation Contract in the quantity of 1,000 U.S. barrels of LOOP Sour.

210102.C. Price Increments

The minimum price fluctuation shall be \$0.001 (0.1 cent) per barrel of storage capacity. Prices shall be quoted in dollars and cents per barrel. There shall be no maximum price fluctuation.

210102.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.

210102.E. Termination of Trading

No trades in the expiring contract month shall be made after the third business day prior to the twenty-fifth calendar day of the month preceding the delivery month for such expiring contract. If the twenty-fifth calendar day of the month is a non-business day, trading shall cease on the third business day prior to the last business day preceding the twenty-fifth calendar day of the month preceding the delivery month. In the event that the official Exchange holiday schedule

changes subsequent to the listing of a LOOP Crude Oil Storage futures contract month, the originally listed expiration date shall remain in effect. In the event that the originally listed expiration date is declared a holiday, expiration will move to the business day immediately prior. Any contracts remaining open after the last day of trading must be either:

- (a) Settled by delivery which shall take place no later than three business days after the final day of trading; or
- (b) Liquidated by means of a bona fide Exchange of Futures for Related Position (“EFRP”) pursuant to Rule 538. An EFRP is permitted at any time before 2:00 p.m. on the first business day following termination of trading in an expired futures contract, provided, however, that an EFRP which establishes a futures position for either the buyer or the seller shall not be permitted on the first business day following the expired contract.

210103. DELIVERY

The seller shall provide to the buyer a CAC which is free of all liens, fees, and other expenses. The buyer shall agree to abide by the LOOP Terms and Conditions and LOOP LLC Clovelly Hub Terminalling Services – Connecting Carrier Receipts Terms and Conditions of Service, as specified by LOOP LLC.

210104. DELIVERY PROCEDURES

210104.A. Notice of Intention to Deliver and Notice of Intention to Accept

1. Notice of Intention to Deliver

Exchange clearing members having open short positions shall provide the Clearing House with a Notice of Intention to Deliver by 3:00 p.m. on the first business day after the final day of trading. The Notice of Intention to Deliver must be in the form prescribed by the Exchange, and must be properly completed, including the name(s) of the seller(s), and the number of contracts to be delivered. The seller(s) shall also provide any additional information as may be required by the Exchange.

2. The Notice of Intention to Accept

Exchange clearing members having open long positions shall provide the Clearing House with a Notice of Intention to Accept delivery by 3:00 p.m. on the first business day after the final day of trading. The Notice of Intention to Accept must be in the form prescribed by the Exchange, and must be properly completed and indicate the name(s) of the buyer(s), the number of contracts to be accepted, and any additional information as may be required by the Exchange.

210104.B. Notice Day

1. The Clearing House shall allocate Notices of Intention to Deliver and Notices of Intention to Accept by matching the expired positions. On the morning of the second business day after the final day of trading, the Clearing House shall provide Assignment Allocation Notices to the respective clearing members. The day on which the Assignment Allocation Notices are provided to the clearing members shall be referred to as the “Notice Day”. The Notice Day shall be the second business day after the final day of trading.
2. The Notices of Intention to Deliver and the Notices of Intention to Accept are not transferable.

210104.C. Final Settlement Price

The final settlement price shall be the basis for delivery.

210105. TIMING OF DELIVERY

The seller shall provide to the buyer the CAC on the third business day after the last trading day. Delivery shall be in accordance with the terms and conditions of the CAC, which will provide the right to store crude oil for the calendar month starting on the first day of the delivery month and shall extend through the last calendar day of the delivery month.

Transfer of Rights - The transfer of all rights to use LOOP Sour Storage capacity under a CAC shall be passed between buyer and seller upon delivery of the CAC from seller to buyer.

210106. DELIVERY MARGINS AND PAYMENT**210106.A. Definitions**

For the purposes of this Rule, "Payment Date" shall be four business days after the last trading day.

210106.B. Payment

No later than 12:00 p.m. on the business day prior to the Payment Date, the seller shall advise its clearing member of the name and address of the bank, and the name of the account to which payment shall be made. The clearing member shall advise the opposite clearing member who shall advise the buyer. On the Payment Date, the buyer shall pay the short contract value by federal funds wire transfer to the account of the seller at the bank nominated by the seller. The term "contract value" shall mean the amount equal to the settlement price on the last day of trading in a futures contract times one thousand (1,000) times the number of contracts to be delivered.

No later than 12:00 p.m. on the Payment Date, the buyer shall advise its clearing member of the federal funds wire transfer number and the name of the sending bank. The clearing member representing the buyer shall advise the opposite clearing member who shall similarly advise the seller.

No later than the business day following the Payment Date, the seller shall advise its clearing member of receipt of payment, who shall deliver a notice of payment to the clearing member representing the buyer and the Clearing House no later than the business day following the Payment Date. Upon receipt of such notice, the delivery shall be complete, and margins shall be returned on the business day following notification to the Exchange that payment has been completed.

210107. VALIDITY OF DOCUMENTS

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document, including the Notice of Intention to Deliver, the Notice of Intention to Accept, CACs, or any document delivered pursuant to these rules.

210108. DISCLAIMER

LOOP IS A TRADEMARK OF LOOP LLC AND HAS BEEN LICENSED FOR USE BY THE NEW YORK MERCANTILE EXCHANGE, INC. ("NYMEX") AND ITS AFFILIATES. LOOP LLC AND NYMEX DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF DATA ASSOCIATED WITH THE NYMEX CONTRACT. NYMEX, ITS AFFILIATES AND LOOP LLC MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM ANY USE OF THE NYMEX CONTRACT INCLUDING FROM TRADING BASED ON THE NYMEX CONTRACT OR DATA ASSOCIATED WITH THE NYMEX CONTRACT. NYMEX, ITS AFFILIATES AND LOOP MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE NYMEX CONTRACT OR ANY DATA GENERATED THEREFROM OR USED TO DERIVE VALUATIONS FOR THE NYMEX CONTRACT. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL NYMEX, ITS AFFILIATES OR LOOP HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.