

Chapter 301 EIA Flat Tax On-Highway Diesel Futures

301100. SCOPE OF CHAPTER

The provisions of these rules shall apply to all 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

301101. CONTRACT SPECIFICATIONS

The Floating Price for each contract month is equal to the monthly arithmetic average of the weekly price published by the U.S. Department of Energy's Energy Information Administration ("EIA") Retail On-Highway Diesel Prices under the heading "Weekly Retail On-Highway Diesel Prices - Average All Types" for the entire U.S. adjusted for the tax rates in effect as of March 1, 2009. **In the event that the EIA does not publish a constituent weekly number on its regularly-scheduled release dates, NYMEX will utilize a corresponding weekly price from an alternative price reporting service with similar methodology to the EIA.** For purposes of this contract, the counterparties agree that the following Market Disruption Event shall apply: Tax Event, provided that such Tax Event shall be defined as follows: the imposition of, change in, or removal of, an excise, severance, sales, use, value-added, environmental, emissions, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, diesel (other than a tax on, or measured by reference to overall gross or net income) by or at the direction of the federal government (or any agency or organ thereof) after the Trade Date, if the direct effect of such imposition, change or removal is to raise (a "Tax Increase") or lower (a "Tax Decrease") the Floating Price from what it would have been without that imposition, change or removal. If the Tax Event has occurred and exists, the following Reset Price shall apply: the Floating Price, plus any Tax Decrease or less any Tax Increase, as applicable.

301102. TRADING SPECIFICATIONS

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

301102.A. Trading Schedule

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

301102.B. Trading Unit

The contract quantity shall be 42,000 gallons. Each contract shall be valued as the contract quantity (42,000) multiplied by the settlement price.

301102.C. Price Increments

Prices shall be quoted in U.S. dollars and cents per gallon. The minimum price fluctuation shall be \$0.0001 per gallon.

301102.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.

301102.E. Termination of Trading

Trading shall cease on the last business day of the contract month.

301103. FINAL SETTLEMENT

Final settlement under the contract shall be by cash settlement. The final settlement price will be the Floating Price calculated for each contract month.

301104. DISCLAIMER

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