

Chapter 301

EIA Flat Tax On-Highway Diesel Futures

301.01 SCOPE

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Price.

301.02 FLOATING PRICE

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. 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.

301.03 CONTRACT QUANTITY AND VALUE

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

301.04 CONTRACT MONTHS

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

301.05 PRICES AND FLUCTUATIONS

Prices shall be quoted in U.S. dollars and cents per gallon. The minimum price fluctuation shall be \$0.0001 per gallon. There shall be no maximum price fluctuation.

301.06 TERMINATION OF TRADING

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

301.07 FINAL SETTLEMENT

Delivery 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.

301.08 RESERVED

301.09 DISCLAIMER

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