## **Exhibit A**

# 994. CUSTOMER SUBSTITUTION IN THE EVENT OF CLEARING MEMBER BANKRUPTCY

In the event that an "order for relief" as defined at CFTC Reg. 190.01(ee) has been entered in respect to a clearing member whose customer holds a futures contract or options contract that may only be liquidated by physical delivery and, as to such contract:

- trading has ceased on the date of the entry of the "order for relief;"
- notice of delivery has been tendered on or before the date of the entry of the "order for relief;"
  or
- 3. trading ceases before the trustee can liquidate the contract;

then, notwithstanding having been matched for delivery by the Clearing House, the Clearing House shall allow the customer (if his identity can be readily ascertained and verified) to be directly substituted for the debtor clearing member to the extent necessary to complete delivery. None of the requirements for delivery, including notices, instructions, payment, etc., shall be waived hereby. Moreover, substitution shall in no way relieve the debtor clearing member of its obligations to the Clearing House and the opposite clearing member in regard to any claims arising out of that delivery.

# Chapter 7 DELIVERY FACILITIES AND PROCEDURES

### **GENERAL**

## 700. SCOPE OF CHAPTER

Deliveries and delivery facilities shall be governed by this chapter and, where applicable, the chapter which includes the contract specifications for the commodities being delivered and such other requirements as the Exchange may prescribe.

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

This chapter reflects the consolidation of NYMEX Division and COMEX Division metals rules and thus will be applicable to both Divisions. The Exchange will be making Chapter 7A applicable to individual futures contracts on a rolling basis pursuant to notice to be provided by the Exchange.

The provisions of these rules shall apply to the storage within and delivery from a U.S. location, in fulfillment of the respective Exchange Futures Contracts of Copper, Gold, Platinum, Palladium and Silver.

#### 7801. DECLARATIONS OF FORCE MAJEURE

If a determination is made by the Chief Executive Officer, President or Chief Operating Officer, or their delegate, that delivery or final settlement of any contract cannot be completed as a result of Force Majeure, he shall take such action as he deems necessary under the circumstances, and his decision shall be binding upon all parties to the contract. The Exchange shall notify the CFTC of the implementation, modification or termination of any action taken pursuant to this Rule as soon as possible after taking the action.

It shall be the duty of members, clearing members, <u>regular facilities</u> and <u>metals'</u> Service Providers as <u>defined in Rule 7A01</u>, to notify the Exchange of any circumstances that may give rise to a declaration of Force Majeure.

Nothing in this Rule shall in any way limit the authority of the Board of Directors to act in a Force Majeure situation pursuant to Rule 230.k.

#### **7B**02. CLEARING MEMBER DUTIES TO THE CLEARING HOUSE

Every clearing member carrying open long or short positions shall present to the Clearing House each business day an accurate inventory of such open positions. The inventory of open long and

short positions shall be reported to the Clearing House in such manner and at such times as the Clearing House may prescribe.

A clearing member, carrying an account that is required to make or accept delivery, agrees to guarantee and assume complete responsibility for the performance of all delivery requirements set forth in the rules.

In the event a clearing member fails to perform its delivery obligations to the Clearing House, such failure may be deemed a default pursuant to Rule 802. In a delivery default, the Clearing House shall seek to ensure the financial performance with respect to the delivery. In this regard, the Clearing House powers will include, but will not be limited to, the right to sell or liquidate the commodity subject to delivery and to distribute the proceeds as appropriate.

## **DELIVERY FACILITIES AND DELIVERY PROCEDURES**

## 7067A01. DEFINITIONS

- (a) "Applicant" shall mean any Person seeking to be approved by the Exchange as a Service Provider with respect to one or more Commodities.
- (g) "Buyer" shall mean the long Exchange Clearing Member under a Commodity Futures Contract.
- (h) "Certificate" shall mean a document meeting the requirements established by the Exchange and, issued by a licensed facility denoting the product stored at such facility.
- (i) "COMEX" shall mean the Commodity Exchange, Inc., a wholly owned subsidiary of the Exchange.
- (j) "Commodity" or "Commodities" shall mean Copper, Gold, Platinum, Palladium and Silver.
- (k) "Commission" shall mean the Commodity Futures Trading Commission.
- (I) "Contract" shall mean, with respect to a Commodity, such Commodity's Exchange Futures Contract, as set forth in the applicable Chapter of the Exchange Rule Book.
- (m) "Contract Unit" shall mean the unit of weight for a Commodity as specified in such Commodity's Contract.
- (n) "Copper" shall mean copper that meets the specifications for delivery in fulfillment of a Copper Futures Contract, as set forth in the Copper Futures Contract contained in Chapter 111 of the Exchange Rule Book.
- (e) "Electronic Documents" shall mean an electronic document that is a transferable record under Article 3 of the Uniform Commercial Code ("UCC"), and a document of title under Article 7 of the UCC.
- -(q) "Futures Contract" shall mean, with respect to any Commodity, the futures contract contained in the relevant Chapter of the Exchange Rule Book applicable to such Commodity.
- (r) "Gold" shall mean gold that meets the specifications for delivery in fulfillment of a Gold Futures Contract, as stated in the Gold Futures Contract contained in Chapter 113 of the Exchange Rule Book.
- (w) "Tangible Net Worth" shall have the meaning as prescribed by U.S. GAAP.
- (x) "Palladium" shall mean palladium that meets the specifications for delivery in fulfillment of a Palladium Futures Contract, as set forth in the Palladium Futures Contract contained in Chapter 106 of the Exchange Rule Book.
- (z) "Platinum" shall mean platinum that meets the specifications for delivery in fulfillment of a Platinum Futures Contract, as stated in the Platinum Futures Contract contained in Chapter 105 of the Exchange Rule Book.
- (aa) "Seller" shall mean the short Exchange Clearing Member under a Commodity Futures Contract.
- (cc) "Silver" shall mean silver that meets the specifications for delivery in fulfillment of a Silver Futures Contract, as stated in the Silver Futures Contract contained in Chapter 112 of the Exchange Rule Book.
- (dd) "System" shall mean the Deliveries System maintained and operated by the Exchange, as updated from time to time.

### 7703A02. DESIGNATION AND OBLIGATIONS OF SERVICE PROVIDERS

703.A. Definitions

- (b)-"Approved Assayer" shall mean, with respect to a particular <u>metalCommodity</u>, an assayer approved by the Exchange for the verification of the metallurgical assay of such <u>metalCommodity</u>, as set forth in the rules for the applicable <u>metal futures contract Commodity Futures Contract contained</u> in the Exchange Rulebook <u>Book</u>.
- 2. (c)-"Approved Brand" shall mean the specific Eligible metal Commodity-product of an Approved Producer, or the unique brand mark of the Approved Producer's specified facility that created such product for each specific contract.
- 3. (d)-"Approved Carrier" shall mean an armored car company approved by the Exchange for the secure transportation of gold, platinumGold, Platinum and palladiumPalladium.
- 4. (e) "Approved Producer" shall mean an entity approved by the Exchange, whose function is to refine the applicable metal as an Approved Brand, with respect to: An Approved Producer of platinum and palladium, whose function is to refine, and verify the metallurgical assay of, the applicable metal as an Approved Brand, is also approved by the Exchange for the secure transportation of such refiner's own platinum and palladium.
  - <u>(i) Copper, a Person approved by the Exchange, whose function is to refine copperCopper into an Approved Brand;</u>
  - (ii) Platinum and Palladium, a Person approved by the Exchange, whose function is to refine, and verify the metallurgical assay of, the applicable metalCommodity as an Approved Brand and who is approved by the Exchange for the secure transportation of such refiner's own platinumPlatinum and palladiumPalladium; and
  - (iii) Gold and Silver, a Person approved by the Exchange, whose function is to refine the applicable Commodity as an Approved Brand.
- (p) "Eligible" shall mean, with respect to any metal Commodity, that such metal Commodity is acceptable for delivery against the applicable metal futures contract for which a Warrant has not been issued Commodity Contract.
- 6.6. (s) "Licensed Depository" shall mean a facility approved and licensed by the Exchange for the secure storage of Registered and Eligible gold, silver, palladium Gold, Silver, Palladium and/or platinum. A Licensed Depository for gold must also qualify and be designated a Licensed Weighmaster for gold.
- 6.7. (H)"Licensed Facility" shall mean a Licensed Warehouse or a Licensed Depository.
- 7.8. (u) "Licensed Warehouse" shall mean a facility approved and licensed by the Exchange for the secure storage of Registered and Eligible copper Copper.
- 8-9. (v) "Licensed Weighmaster" shall mean a weighmaster licensed by the Exchange, whose function is to verify the weight of copper, gold Copper, Gold and silver/or Silver covered by a Warrant.
- 10. "Registered" shall mean an Eligible metal for which a Warrant has been issued.
- 9.11. "Service Provider" shall mean an Approved Assayer, Approved Carrier, Approved Producer, Licensed Depository, Licensed Warehouse and Licensed Weighmaster.
- 10. (y) "Person" shall mean an individual, partnership, limited partnership, corporation, limited liability company, unincorporated organization or association, trust or joint venture, or any other similar entity as the context reasonably permits.
- 11.12. (ee) "Warrant" shall mean a document of title issued by a Licensed Facility, meeting the requirements of Article 7 of the Uniform Commercial Code ("UCC"), and demonstrating that the referenced quantity of the covered metal Commedity, stored in the Licensed Facility referenced thereon, meets the specifications of the applicable metal futures contract Commedity Futures Contract.
- 12. (ff) "Weight Certificate" shall mean a document, in a format approved by the Exchange, which verifies the weight of the metal.commodity. The weight specified in the Weight Certificate shall be binding on all parties.

### 703.B.(A) Conditions for Approval Designation of Service Providers.

Service Providers may be declared regular for delivery with the approval of the Exchange. Persons operating facilities who desire to have such facilities made regular for delivery under the rules shall file an application for an initial Declaration of Approval on a form prescribed by the Exchange.

Service Providers shall be subject to the Exchange's Rules, the disciplinary procedures set forth in Chapter 4, and the arbitration procedures set forth in Chapter 6, and shall abide by and comply with

the terms of any disciplinary decision imposed or any arbitration award issued against it pursuant to the Exchange's Rules.

Service Providers shall consent to the disciplinary jurisdiction of the Exchange for five (5) years after such regularity lapses, for conduct which occurred while the Service Provider was approved.

Licensed Facilities that desire to increase their approved capacity during a current term shall make application for the desired amount of total approved capacity on a form prescribed by the Exchange.

Initial regularity and increases in regularity shall be effective either thirty days after the Exchange posts a notice that a bona fide application has been received or the day after the application is approved by the Exchange, whichever is later.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary. The application for regularity prescribed by the Exchange shall set forth conditions of regularity as well as other agreements with which the operator of the regular facility shall comply. In addition to any conditions and agreements contained in such application or in the relevant product chapter, the following shall constitute conditions for regularity and requirements with which the operator of a regular facility shall comply:

- (1) In order to be designated as a Service Provider with respect to any Commodity futures contractFutures Contract, an Applicant must provide to the Exchange such documents as the Exchange may request, and are sufficient to establish, as determined by the Exchange in its sole discretion, the Applicant's qualifications, capitalization and ability to undertake the obligations imposed by the Exchange Rules.
- (2) The approval of an Applicant as a Service Provider for one or more Commodities is at the sole discretion of the Exchange, and may be further subject to the approval of the Commodity Futures Trading Commission.

## .(B) Obligations of Service Providers.

- 1. \_(1)—Approved Assayers. The Exchange may designate Approved Assayers for metals Commodities, said Approved Assayers to assist the Exchange in maintaining the integrity of the brands of Commodities metals tenderable against Commodity metal futures contracts Futures Contracts by determining the metallurgical assay of said brands. In the event that the metallurgical assay of any Approved Brand shall be questioned, the Exchange shall refer the matter to said Approved Assayers for a report to assist said Board the Exchange in its determination.
- 2. (2)—Approved Producer. The refiner or smelter whose products meet all Exchange requirements and are Eligible.
- 3. (3) Approved Carriers. Each Approved Carrier shall provide for the secure transportation of gold, platinum Gold, Platinum and palladium Palladium and shall maintain a chain of integrity for each such metal Commodity, as defined described in the applicable metals futures product rule chapter Commodity Rules.
- 4. (4) Licensed Weighmaster. Commodities Metals shall be weighed only by Licensed Weighmasters designated by the Exchange. The Licensed Weighmaster shall generate a Weight Certificate which complies with the specifications set forth in Rule 7A01(gg).
- 5. (5) Licensed Facilities.
- a. (a) Insurance. No facility warehouse or depository shall be licensed and/or designated for the storage of a Commodity metal unless it has in force and effect all-risk insurance against loss of the Commodity metal in such amount, issued by such insurance companies, and upon such terms and conditions as are satisfactory to the Exchange. All policies evidencing such insurance shall provide to the Exchange of at least ninety (90) days prior written notice of cancellation, change in the policy terms and/or premiums. The continued maintenance of such insurance shall be a condition to retention of the license and/or designation of each warehouse or depository; provided, however, that any Licensed Depository shall not be required to procure all-risk insurance unless the depository's net capital is less than \$250,000,000. On an annual basis, aAll Licensed Facilities shall provide to the Exchange documents sufficient to satisfy the Exchange that the required insurance is in full force and effect.
- b. (b) Financial Assurance. Licensed Facilities shall provide such guaranteies, bonds or other financial instruments to the Exchange as may be required to guaranty the performance of its obligations pursuant to these rules and any conditions set forth in the conditions for approval and any applicable delivery point agreement(s).
- c. (c) Reporting of Stocks. All information pursuant to this section shall be transmitted no later than 2:00 p.m., on the business day following the day on which the Licensed Facility comes

into possession of relevant information. In addition to containing all relevant information for the preceding business day, notifications pursuant to this section sent by 2:00 p.m. on a Tuesday shall include all relevant information for the last business day as well as the Saturday and Sunday immediately preceding the Tuesday on which the notification is made.

Licensed Facility shall immediately notify the Exchange in writing if Licensed Facility does not have space available for the storage of metal. In addition, on a daily basis Licensed Facility shall provide, in an Exchange approved format, the following information regarding its stocks:

- 1. the total ounces of Registered metal stored at the Licensed Facility.
- 2. the total ounces of Eligible metal stored at the Licensed Facility.
- Licensed Facility shall promptly notify the Exchange of the quantity of Eligible metal and Registered metal received and shipped from the Licensed Facility.
- (i) All Licensed Facilities shall report to the Exchange, prior to the time designated by the Exchange, all receipts and withdrawals of each Commodity that is Eligible on forms furnished by or in a format approved by the Exchange.
- (ii) All Commodities bearing an Approved Brand shall be included in the report. All Commodities held by a Licensed Facility, as identified in and in compliance with Rule 7A.03, must be reported, even if not weighed into contract units Contract Units or if not intended for Exchange delivery.
- (iii) The report shall be sent every day that the Exchange is open for business and shall provide the information requested by the Exchange in its sole discretion. Unless the Exchange is closed for business, reports shall not be withheld and/or accumulated with any other day's receipts or withdrawals.
- d. (d) Annual Inventory Audit. Each Licensed Facility, at its sole cost and expense, shall have conducted by eause an independent auditor to conduct an annual audit inventory of all Commodities held on deposit and prepare an audit report certifying that the records of the License Facility accurately reflect the stock held by the Licensed Facility. Audits and reports which shall be in compliance with the procedures established by the Exchange. Each audit report shall be filed with the Exchange within thirty days of the date of the completion of the audit.
- e. (e) Recordkeeping. Licensed Facilities shall make such reports, keep such records, and permit such visitation as the Exchange and/or the CFTC Commission may prescribe. Such books and records shall be kept for a period of five (5) years from the date thereof or for a longer period if the Exchange and/or the CFTC Commission shall so direct, and such books, records and Licensed Facilities warehouses shall be open at all times to inspection by any representative of the Exchange, the CFTC Commission or the U.nited States Department of Justice.
- f. (f) Financial Statements. On an annual basis, Licensed Facility shall provide the Exchange with cCopies of audited statements of the Licensed Facility shall be filed with the Exchange, as they become available. If, at any time, there is a reduction in the Tangible Net Worth, as defined by U.S. Generally Accepted Accounting Principles, of the Licensed Facility of at least twenty percent (20%) subsequent to the filing of an audited statement, notice must be sent to the Exchange within twenty (20) calendar days of such reduction. The Exchange, in its sole discretion, may make the financial statements of Service Providers (including, but not limited to those entities seeking approval as Service Providers) available to Exchange Staff and committee members responsible for the approval process and for monitoring the financial condition of Service Providers.
- g. (g) Inspection. The Licensed Facility shall permit the Exchange, at any time, to examine any and all books and records of the Licensed Facility, for the purpose of ascertaining the stocks relating to metal which may be on hand. The Exchange shall have the authority to determine the quantity of metal in the Licensed Facility and to compare the books and records of the Licensed Facility with the records of the Exchange. The Licensed Facility must afford, to any representative of the Exchange, access to the Licensed Facility's premises during normal business hours and the unrestricted right to examine any and all records of the Licensed Facility regarding Commodities that are Eligible.
- h. (h) Confidentiality. All officers, directors, employees and agents of a Licensed Facility shall be prohibited from revealing any information regarding customers who have dealings with the Licensed Facility or regarding Commedity metal deposits or withdrawals to any persons or firms except as permitted by the Licensed Facility's agreement with the Exchange.
  - In the event the Licensed Facility(ies) or any of their respective parent(s), subsidiaries or

affiliates, engage in any trading activity, whether directly or indirectly, in the metals contract(s) for which the Licensed Facility(ies) have received approval, the Licensed Facility(ies) shall institute such controls as the Exchange, at its discretion, deems necessary to protect the confidentiality of the users of the Licensed Facility(ies).

- i. (i) The Licensed Facility shall not engage in unethical or inequitable practices, and shall comply with all applicable Federal, State and local laws and regulations and Exchange's Rules. Labeling. The Licensed Facility shall label each contract unit with the identifying marks referred to in the Warrant.
- j. The Licensed Facility shall promptly advise the Exchange of any damage to metal held in store by it, whenever such damage shall occur to an extent that will render the metal undeliverable.

The Service Provider shall immediately notify the Exchange, in writing of any actual change in control or ownership.

The Service Provider represents and warrants that all of the information in its application for regularity is accurate. Service Provider agrees that it has a continuing obligation to promptly notify the Exchange of any change in the information contained therein.

The Exchange, in its sole discretion, may determine not to approve facilities for regularity, or for increases in regular capacity of existing regular facilities, regardless of whether such facilities meet the preceding requirements and conditions. Some factors that the Exchange may, but is not required to, consider in exercising its discretion include, among others, whether warrants issued by such facilities, if tendered in satisfaction of futures contracts, might be expected to adversely affect the price discovery function of futures contracts or impair the efficacy of futures trading in the relevant market, or whether the currently regular capacity provides for an adequate deliverable supply.

## 703.C.(C) Load-Out

Licensed Facility represents and warrants that it shall schedule all shipments into or out of the Licensed Facility on a first-come, first serve, non-discriminatory basis and that it shall not constrain or promote the movement of Registered metal and Eligible metal into or out of the Licensed Facility by:

- giving exceptional inducements or imposing unreasonable charges for depositing, storage or removal of metal into or out of the Licensed Facility; or
- taking or failing to take any action that affects a customer's ability to schedule the delivery or removal of metal from the Licensed Facility.

In the event that a Licensed Facility has not permitted the withdrawal of Registered metal by a Warrant holder within five (5) business days after such Warrant has been tendered to the Licensed Facility (properly endorsed and all storage charges paid) then the Licensed Facility shall immediately notify the Exchange, in writing, of the reason(s) for the delay. Upon receipt of such notification, the Exchange, at its discretion, may direct, in writing, the Licensed Facility not to accept any more metal for deposit until the Exchange directs it to do otherwise.

In the event that written shipping instructions for Registered metal are received by the Licensed Facility by the 20<sup>th</sup> day of the month, all Registered metal must be released for shipment no later than the close of business on the last day of that month, provided, however, that all storage charges are paid and Warrant holder has presented the Licensed Facility with all documents necessary to establish good title. If the Licensed Facility fails to comply with the preceding sentence, the Licensed Facility shall not charge the Warrant holder for additional storage charges, provided, however, that the delay was not caused by the Warrant holder or the Warrant holder's agent.

## 703.D. Delisting, Withdrawal and Revocation of Approved Service Provider Status -

The Business Conduct Committee may revoke a declaration of regularity whenever a regular facility fails to comply with the conditions specified in this Chapter, any other conditions to which it has agreed in its application for regularity, or any other Exchange Rules.

If the designation of a facility as regular is revoked, a notice shall be made available to the membership announcing such revocation and also the period of time, if any, during which the warrants issued by such facility shall thereafter be deliverable in satisfaction of futures contracts under the Rules.

If the Licensed Facility withdraws or is revoked, then the Licensed Facility shall pay the cost of transferring all Registered metal stored at the Licensed Facility, to the closest Licensed Facility having ample space to accept the Registered metal. If any of the owners of the Registered metal elect to have the Registered metal transferred to a Licensed Facility for metal other than as described in the preceding sentence, Licensed Facility shall comply with the transfer request provided, however, that Licensed Facility shall obtain reimbursement from the owner for costs and expenses in excess of those which it would incur in effecting the transfer pursuant to the preceding sentence.

The Exchange, in its sole discretion, may delist from approved status any Approved Assayer, Approved Brand, Approved Carrier or Approved Producer.

(1) In the event that a Service Provider is in violation of either (a) the Exchange Rules, as amended from time to time, and/or (b) any applicable terms and conditions of the Service Provider's agreement with the Exchange, the Exchange shall send written notice, by the fastest means possible, to the Service Provider directing the Service Provider to cure, within thirty days of the date of the written notice, the violation of an Exchange Rule or the Service Provider's agreement with the Exchange, and if the Service Provider fails to cure the violation within the time stated, the Exchange shall have the right, in its sole discretion, to revoke the Service Provider's designation and remove it from the list of Exchange Service Providers.

(2) Upon receipt of proper written notice from the Service Provider, the Service Provider can request that it be removed from the Exchange's list of Service Providers.

#### .(D) Force Majeure

(1) A Service Provider shall immediately notify the Exchange of a condition or event that may give rise to a declaration of Force Majeure pursuant to Rule 7B01, including an event which prevents or threatens to prevent a Service Provider from performing its obligations imposed by Exchange Rules.(2) A Service Provider, under such temporary procedures as may be implemented during a declaration of Force Majeure, shall have a continual obligation to immediately notify the Exchange of any change to such Service Provider's ability to meet its obligations under this Agreement.

### 7<u>04</u>A03. STORAGE OF <u>METALSCOMMODITIES</u>

### 704.A. (A)-General-

For purposes of storage and delivery of metals upon contract by Warrants, Licensed Facility shall be understood to mean either (1) a single Licensed Facility, or (2) more than one contiguous Licensed Facility which together comprise a single system of Licensed Facilities, provided that all such Licensed Facilities are operated under common name and common management and all are managed or operated by a single firm or warehouseman, and were specifically identified as such in the Exchange application.

(B) CopperCopper. Upon the arrival at a Licensed Facility Warehouse for copperCoppermetal(s), Approved Brands of metal(s)copperGopper shall be stored within the protection of a completely enclosed building. Licensed Warehouse Facility shall maintain the metal(s)copperCopper in such storage throughout its custody. Any Licensed Warehouse Facility that does not presently store any metal(s)copperCopper in accordance with the terms hereof shall immediately move such metal(s)copperCopper to compliant storage space that is in compliance with Exchange requirements

<u>c(C.)</u> Silver, Gold, Platinum and Palladium. Promptly upon the arrival of any <u>silver, gold, platinum</u>Silver, Gold, Platinum or <u>palladium</u>Palladium at the Licensed Depository, such metal shall be placed in secure storage.

#### 704.(BD.) Storage and Handling Charges-

In the event a Licensed Warehouse—Facility wishes to change its fees, the Licensed Facility shall provide the Exchange with at least ninety (90) days prior written notice of any changes and such notice shall itemize each proposed increase. The proposed fee increases may become effective on the first calendar day of the month following the ninety (90) day notification period.

## 704.(CE.) Storage Limitations.

In the event a Licensed Facility becomes unable to accept for delivery any <u>metal</u>Commodity, whether due to capacity limitations or any other reason, the Licensed Facility shall immediately notify the Exchange of such circumstance, describing in detail the relevant Commodity or Commodities metal(s) affected and the status of such metal(s) Commodity(ies) stored therein.

Licensed Facility shall not make a change that affects its ability or capacity to accept, process, ship or store metal, including but not limited to materially increasing or decreasing available storage space, without ninety (90) days prior written notice to the Exchange.

## 705A04. WARRANTS

## 705.(A.) Existing Paper Warrants Issued by Licensed Facilities-

Paper At the date of conversion and implementation of the electronic delivery system, those paper warrants issued by <a href="Licensed Facilities licensed facilities will no longer be are not acceptable for delivery against the respective Exchange metal futures contracts. Paper warrants must Existing paper warrants will be converted to electronic <a href="Wwarrants for Exchange delivery">Wwarrants for Exchange delivery</a>, at the date of conversion upon written approval by the owner of such warrant. Once the date of conversion occurs, existing paper warrants will no longer be deliverable on the Exchange and therefore are not subject to the Rules of the Exchange.

#### 705.-(B.) Procedures for the Issuance of Warrants-

All Warrants issued by a Licensed Facility must be issued in the name of the clearing memberelearingan Exchange Clearing Member and must be in a format approved by the Exchange. Warrants shall be lettered or numbered consecutively by each Licensed Facility and no two Warrants for the same metal shall bear an identical combination of letters and/or numbers. If letters are used, they must not exceed three (3) characters and if used in combination with numbers, they must precede the numbers. The numbers must not exceed 7 digits.

- 1. (1) Within three (3) business days from receipt of any Commodity metal at a Licensed Facility, the Licensed Facility must (a) determine such Commodity's metal's Eligibility, (b) advise the owner if the Commodity metal is determined to be not Eligible, and (c) if requested by the owner and provided the Commodity metal meets the contract Contract specifications, issue a Warrant. If, due to capacity limitations or for any other reason, a Licensed Facility is unable to meet such requirements, the Licensed Facility shall notify the Exchange immediately and shall describe the reason(s) for such delay.
- 2. (2)—In issuing a Warrant, Licensed Facility shall be responsible for (i) verifying that the Commodity—metal meets all of the specifications for—Commodity—the product in accordance with the product's terms and conditions as stated in the Exchange Rules-, (ii) verifying that the metal is an Approved Brand, and (iii) shall be responsible for entering all applicable information into the electronic delivery system—System.
- 3. (3)—A Warrant shall be an electronic document Electronic Document, that is a transferable record under Article 3 of the UCC, and a document of title under Article 7 of the UCC, in a form approved by the Exchange and issued in compliance with this relief 74.04, and shall be supported by such paper or other tangible documents as specified in this relief 74.04. Licensed Facility shall enter in the electronic delivery system System a reference to each paper or other tangible document(s) that is related to the Warrant as specified in this relief 74.04.

## (4) Warrants must be transferable by delivery or by delivery and endorsement by the transferor.

- 4. (5) Warrants shall not be issued for more than or less than one <u>contract unit</u>. Each <u>contract unit</u> shall be <u>delivered from a single Licensed Facility</u>. Contract <u>Unit</u>. A Warrant issued for <u>copperCopper</u> shall be from one Approved Brand. A Warrant may be issued for <u>gold</u>, <u>silver</u>, <u>platinum</u> or <u>palladium</u> that co-mingles Approved Brands, <u>provided</u> such co-mingled Approved Brands are stored within the same Licensed Facility.
- <u>5. (6)</u> A Warrant shall be of unlimited duration and remain valid until cancelled by the Licensed Facility that issued it.
- <u>6. (7A)</u>Licensed Facility shall be solely responsible for insuring that no duplicate Warrants are issued, printed or released by it.
- 7. (8) In the event that any paper or other tangible document that supports a Warrant has been damaged, lost, stolen or destroyed, Licensed Facility shall issue a replacement document upon completion of its procedures for the replacement thereof.

## 705.(C.) Procedures for the Cancellation of Warrants-

A Warrant may be cancelled only by the Licensed Facility that issued it and only upon endorsement from the <u>clearing Exchange Clearing Member member</u> to such Licensed Facility in accordance with these Rules.

(1)-Upon requestdemand to an-the clearing Exchange Clearing Member member by the owner of the Commodity metal for delivery of a metal Commodity, the clearing Exchange Clearing Member member shall endorse in the electronic delivery system with delivery instructions ("the

account of") and shall, upon request by the <u>owner</u>holder, issue to the <u>holder-owner</u> a physical confirmation of such endorsement.

(D.) Documents Required for Specific Metal Commodity. AWith respect to issuance of any new Warrant, a Licensed Facility shall have and maintain in fireproof secure document storage until five (5) years following cancellation of the applicable Warrant, any documentation associated with such cancelled Warrant as required by the metal futures contract the following document(s) as applicable to the metal Commodity:

#### (1) Copper:

(a) Weight Certificate issued by Licensed Weighmaster, and

(b) Declaration by the Licensed Warehouse that the <u>copper</u>Copper meets the specifications for delivery in fulfillment of a <u>copper futures contract</u>Copper Futures Contract, as set forth in the <u>copper futures contract</u>CopperFutures Contract contained in Chapter 111 of the Exchange Rule Book. Upon request from the Licensed Warehouse, the <u>member</u>Seller shall provide verification that the copper cathodes are an Approved Brand meeting the specifications of the contract, unless received directly from the producer of the Approved Brand.

#### (2) Gold.

(a) Weight Certificate issued by Licensed Weighmaster, and

(b) Assay <u>certificate</u> Certificate if required pursuant to and as stated in the <u>gold futures</u> <u>contractGold FuturesContract contained in Chapter 113 of the Exchange Rule Book.</u>

## (3) Silver:.

(a) Weight Certificate issued by Licensed Weighmaster, if required pursuant to the <u>silver</u> <u>futures contract</u> Silver Futures Contract contained in Chapter <u>112</u>117A of the Exchange Rule Book.

#### (4) Palladium.

(a) Assay <u>certificate</u>Certificate, if required pursuant to the <u>palladium futures contract</u>Palladium <u>Futures Contract contained in Chapter 106</u>100 of the <u>Exchange Rule Book</u>.

#### (5) Platinum.

(a) Assay <u>certificate</u>Certificate, if <u>required pursuant to the <u>platinum futures contract</u>Platinum <u>Futures Contract contained in Chapter 10590 of the Exchange Rule Book.</u></u>

### 7A05. TERMINATION OF TRADING

Trading in any current delivery month for each Commodity shall cease at the close of business on the third last business day of the delivery month.

## 7B12. METALS INVENTORY REPORT (7B)

Each Clearing Member shall report to the Exchange in the form required by the Clearing House the quantity of deliverable metal warrants, and any changes thereto, owned by the Clearing Member, or held for customers. A report of a change in such information shall be made to the Exchange within one (1) business day of such change.

### 7B13. DELIVERY PROCEDURES

Commodities bought or sold on Exchange contracts or on Dubai Mercantile Exchange Limited ("DME") contracts shall be delivered and accepted in accordance with the provisions of Chapter 8, the rules and delivery procedures of the Exchange and/or of the DME applicable to individual commodities. Any question affecting the handling or delivery or any commodity which is not specifically covered by the Rules may be referred to the Clearing House Committee for determination. All deliveries in fulfillment of Exchange contracts and DME contracts shall be made through the Clearing House in accordance with applicable Rules.

## 7A06. METAL UNIFORM DELIVERY PROCEDURES

A <u>short clearing memberSeller</u> may only commence the <u>Uniform\_dDelivery pProcedures</u> as detailed below with respect to a Warrant that has been <u>entered\_registered\_into</u> the <u>electronic delivery systemSystem and for which the <u>memberSeller is designated thereon as the clearingExchange Clearing Member.</u> The <u>Uniform\_dDelivery pProcedures</u> for <u>each Commodity metals are is</u> as follows:</u>

## 706.(A.) Location of Delivery of the Metal Commodity.

(1)-Delivery of a Commodity metal shall be made from at the short clearing member's Seller's choice of a Licensed Facility as specified in the Rules for such metalCommodity.

2. (2)—Except as otherwise provided in the rRules for each metalCommodity, all duties, entitlements, taxes, fees and other charges imposed prior to delivery on or in respect to the product shall be paid by the short clearing memberSeller. Delivery shall be made in accordance with applicable Federal, State and local laws.

### 706-.(B) Notice of Intention to Deliver-Day.

- 1. (1)—A memberSeller with an open short position must file a Notice of Intention to Deliver with the Exchange. The Notice of Intent to Deliver Day shall be the day on which Notice(s) of IntentIntention to Deliver are presented to the Clearing House by the memberSeller. Unless a different time is prescribed by the rules pertaining to a particular metalcommodity, delivery intentions must be delivered to the Clearing House by 4:00 p.m. (Central Standard Time) on position day except that, on the last intent day of the delivery month, delivery intentions for those commodities utilizing the electronic delivery system via the Clearing House's on-line system may be delivered to the Clearing House until 12 noon (Central Standard Time).
- 2.1. -Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery intentions, the Clearing House shall promptly furnish to each issuer the names of the buyers obligated to accept delivery for each commodity for which a notice was tendered and shall also inform the issuer of the number of contracts for which each member is obligated. Where any metal is sold for delivery in a specified month, delivery of such metal may be made by the seller upon such business day during the designated delivery period as the seller may select and, if not previously delivered, delivery must be made upon Last Delivery Day as prescribed by the Rules of the Exchange.

A seller obligated or desiring to make delivery of a metal shall provide the Clearing House with a delivery notice in the form and manner specified by the Clearing House.

Where a clearing firm has an interest both long and short for accounts on its own books, it must tender to the Clearing House such notices of intention to deliver as it receives from its accounts that are short. No office deliveries may be made by clearing members.

Unless a different time is prescribed by the rules pertaining to a particular metal, delivery notices must be delivered to the Clearing House by 7:00 p.m. on intent day except that, on the last intent day of the delivery month, delivery notices of intention may be submitted to the Clearing House until 1:00 pm on last intent day. The last intent day shall be defined as the business day immediately preceding the last business day of the delivery month. The Clearing House shall, on the same day, assign the deliveries to eligible buyers.

Upon determining the buyers obligated to accept deliveries tendered by issuers of delivery notices, the Clearing House shall promptly furnish to each issuer the names of the buyers obligated to accept delivery for each metal for which a notice was submitted and shall also inform the issuer of the number of contracts for which each buyer is obligated.

2. (2) The Notice of Intention to Deliver is not transferable.

## 706.(C.) Notice Day-

- 1. (1) Notice Day shall be the day on which an Assignment Notification is -issued by the Clearing House to the long clearing memberBuyer and the short clearing memberSeller. This shall be the business day prior to the Delivery Day.
- 2. (2) The Assignment Notification shall specify the parties matched for delivery and the number of contracts to be delivered. The invoice shall specify the brand, the Warrant number, the weight, the Licensed Facility in which the Commodity metal is stored, the name of the short clearing member Seller, the name of the long clearing member Buyer, and the price of the Commodity metal for each corresponding Warrant.
- 3. (3) The Assignment Notification shall be issued by the Clearing House to the long clearing memberBuyer and the short clearing memberSeller on the morning of the business day following the Date of Presentation, except for the next to last business day of the delivery month. On the next to last business day of the delivery month, the Clearing House shall issue the Assignment Notification and invoice to the memberBuyer and the memberSeller after last intent day processing upon completion of assignment.
- 4. (4) The Assignment Notification is not transferable.

### 706.(D.) Settlement Price.

The settlement price at the close of business on the day the Notice of Intention to Deliver is <a href="mailto:provided\_given">provided\_given</a>—to the Clearing House shall be the basis for delivery. In the event the Notice of Intention to Deliver is <a href="mailto:given-provided">given-provided</a>—on the next to last business day of the delivery month, the

settlement price shall be the settlement price at the close of business on the third to last business day (the previous day).

## 706.(E.) Delivery Day-

(1)—The day on which the long clearing memberBuyer receives the Warrant for the Commodity metal shall be referred to as "Delivery Day." Delivery may take place on any business day beginning on the first business day of the delivery month or any subsequent business day of the delivery month, but nonet later than the last business day of the current delivery month. Delivery payment will be made during the 7:30-7:45 a.m.AM (CST) collection cycle, or such other time as designated by the Clearing House. Thus, the cost of delivery will be debited or credited to thea clearing firm's settlement account. Long clearing membersBuyers obligated to accept delivery must take delivery and make delivery prayment and short clearing memberssellers obligated to make delivery must make delivery during the 7:45 a.m. 7:30 AM (CST) settlement process, or at 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 prayment made during the 7:45 a.m. 7:30 AM (CST) 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-Exchange Rulesrules, policies and procedures.

## 706.(F\_) Settlement of Storage and Handling Charges.

All—Commodities—metals\_must be delivered to the long clearing memberBuyer with handling and storage charges paid up to and including the day of delivery, and the long clearing membersBuyer may require the short clearing memberSeller to furnish satisfactory proof of payment thereof. Any storage charges prepaid by the short clearing memberSeller for a period extending beyond the Delivery Day (but not in excess of 30 days) shall be refunded by the long clearing memberBuyer to the short clearing memberSeller on a pro rata basis for the unexpired term and an adjustment made upon the invoice. All storage and handling charges for all Commodities—metals must be in U\_S\_ Dollars. Where "in and out labor" charges have been paid as evidenced by the Warrant Receipt, or otherwise, the short clearing memberseller shall be entitled to charge the long clearing memberbuyer for one-half of such "in and out labor" charges; in other words, the long clearing memberbuyer will have to assume the "out labor" charges.

## 7A07. OBLIGATIONS IN DELIVERY AND DISPUTE RESOLUTION

- 1. (A) By the tender of a Warrant for a Commodity metal duly endorsed for delivery in fulfillment of a Commodity metal futures contractFutures Contract, the Service Provider memberSeller shall be deemed to warrant that the Commodity metal meets the deliverable metal product specifications set forth herein and in the applicable Commodity metal futures contract ruleFutures Contract Rule ("Delivery Warranty"). Such Delivery Wwarranty shall remain in effect through successive endorsements of the Warrant for delivery on Commodity metal futures contracts Futures Contracts. The Delivery Wwarranty shall continue for the benefit of a clearing member of the Exchange who shall have taken delivery of the Commodity metal in fulfillment of the Commodity metal futures contract Futures Contract(s), or in favor of such clearing member's immediate customer.
- 2. (B) In the event that a an Exchange clearing member or customer shall claim a breach of the Delivery Warranty, the Commodity metal shall be immediately submitted to an Approved Assayer for sampling and assaying to an Approved Assayer. The expense of sampling and assaying shall, in the first instance, be borne by the claimant. If the Approved Assayer shall determine a deficiency in quality, the claimant shall have the right to recover the difference in the sampling and assaying and any cost of replacement of the metal.commodity. The claimant may, at his option, proceed directly against the Service Provider original memberSeller of the metalcommodity, as shown on the Warrant upon an Exchange delivery without seeking recovery from the immediate short clearing member Seller to him of the Exchange Commodity metal futures contract. If the Service Provider original memberSeller of the Warrant satisfies the claim, intervening short clearing members Sellers will be thereby discharged from liability to the claimant. If the claimant seeks recovery from the immediate short clearing member Seller to the claimant, and his claim is satisfied by such short clearing member Seller, the pearty thus satisfying the claim will have a similar option to claim recovery directly from the original short clearing memberSeller of the Warrant or from the pearty's immediately preceding short clearing member Seller. Such claims as are in dispute between members of the Exchange shall in each case be submitted to arbitration under the Rulesrules of the Exchange.

- 3. (C) The liability of a <u>short clearing memberSeller</u> of a Warrant as provided herein shall not be deemed to limit the rights of such <u>short clearing memberSeller</u> against any person or party for whose account the <u>short clearing memberSeller</u> acted in making delivery on <u>aan Exchange Commodity</u> metal futures contract, or any <u>Licensed Facility that warranted the metal for delivery of said metal futures contract</u>. If it shall be determined in such arbitration proceeding that any <u>short clearing memberSeller</u> of a Warrant or the person or party for whom such <u>short clearing memberSeller</u> acted was aware of the breach of <u>the Delivery Wwarranty</u> or was involved in a plan or arrangement with the original <u>short clearing memberSeller</u> (or his customer) to place such <u>inferior Commodity metal not meeting the deliverable product specifications set forth herein and in the applicable metal futures contract rule—in a Licensed Facility for use in deliveries <u>upon Exchange Commodity of metal futures</u> contracts, such <u>short clearing memberSeller</u> shall not be entitled to recover from any prior <u>short clearing memberSeller</u> for the breach of <u>a Delivery Wwarranty</u>.</u>
- The liability of a short clearing member of a Warrant as provided herein shall not be deemed to limit the rights of such short clearing member against any Licensed Facility that warranted the metal for delivery.
- 5. (D) Any claim for damages arising between a long clearing member Buyer and a short clearing member Seller, as a result of a delivery pursuant to this Chapter, shall be governed by the arbitration rules of the Exchange.

## 7A08. ENFORCEMENT OF WARRANT WITHOUT RECOURSE

The endorsement of a Warrant "without recourse" is improper, and the delivery of such a Warrant so endorsed shall not constitute a good delivery in fulfillment of aan Exchange Commodity contract.

#### 7A09. CONFORMITY WITH UNITED STATES STANDARDS

Every contract for commodity futures traded on the Exchange shall require delivery thereunder of commodities of grades conforming to United States standards if such standards for such commodity shall have been officially promulgated and adopted by the Commodity Futures Trading Commission; provided, however, that if such standards adopted by the Commodity Futures Trading Commission differ from the standards for such contract adopted by the Exchange, the standard adopted by the Commodity Futures Trading Commission shall not apply to the existing contracts.

## 708. NEW YORK HARBOR ULSD AND RBOB GASOLINE DELIVERY FACILITIES

#### 708.A. Conditions for Approval

New York Harbor ULSD and RBOB Gasoline facilities may be declared regular for delivery with the approval of the Exchange. Persons operating facilities who desire to have such facilities made regular for delivery under the Rules shall make application for an initial Declaration of Regularity on a form prescribed by the Exchange

Regularity shall be effective either thirty days after the Exchange posts a notice that a bona fide application has been received or the day after the application is approved by the Exchange, whichever is later.

The Exchange may establish such requirements and conditions for approval of regularity as it deems necessary. The application for regularity prescribed by the Exchange shall set forth conditions of regularity as well as other agreements with which the operator of the regular facility shall comply. In addition to any conditions and agreements contained in such application or in the relevant product chapter, the following shall constitute conditions for regularity and requirements with which the operator of a regular facility shall comply:

- Recordkeeping. Facilities shall make such reports, keep such records, and permit such
  visitation as the Exchange and/or the CFTC may prescribe. Such books and records shall be
  kept for a period of five (5) years from the date thereof or for a longer period if the Exchange
  and/or the CFTC shall so direct, and such books, records and facilities shall be open at all
  times to inspection by any representative of the Exchange, the CFTC or the U.S. Department
  of Justice.
- 2. The facility shall not engage in unethical or inequitable practices, and shall comply with all applicable Federal, State and local laws and regulations and Exchange's Rules.
- Facilities shall be subject to the Exchange's Rules, the disciplinary procedures set forth in Chapter 4, and the arbitration procedures set forth in Chapter 6, and shall abide by and comply with the terms of any disciplinary decision imposed or any arbitration award issued against it pursuant to the Exchange's Rules.

- 4. Facilities shall consent to the disciplinary jurisdiction of the Exchange for five (5) years after such regularity lapses, for conduct which occurred while the facility was approved.
- 5. The facility shall promptly notify the Exchange of any damage or alteration to the facility that will hinder the facility from performing its obligations with respect to delivery of product.
- The facility shall immediately notify the Exchange, in writing, of any actual change in control or ownership.
- 7. The facility represents and warrants that all of the information in its application for regularity is accurate. Facility agrees that it has a continuing obligation to promptly notify the Exchange of any change in the information contained therein.

The Exchange, in its sole discretion, may determine not to approve facilities for regularity, regardless of whether such facilities meet the preceding requirements and conditions.

## 708.B. Delisting and Revocation of Approved Status

The Business Conduct Committee may revoke a declaration of regularity whenever a regular facility fails to comply with the conditions specified in this Chapter, any other conditions to which it has agreed in its application for regularity, or any other Exchange rules.

If the designation of a facility as regular is revoked, a notice shall be made available to the membership announcing such revocation and also the period of time, if any, during which deliveries can be made through such facility in satisfaction of futures contracts under the Rules.

## 709. -713. [RESERVED]

#### 7814. FAILURE TO DELIVER

In the event a clearing member fails to fulfill its specific delivery obligations pursuant to Exchange rules, in connection with a product listed for trading and clearing or for clearing-only by the NYMEX Division or the COMEX Division, the sole obligation of the Clearing House is to pay reasonable damages proximately caused by such delivery obligation failure, in an amount which shall not exceed the difference between the delivery price of the specific commodity and the reasonable market price of such commodity at the time delivery is required according to the rules of the Exchange. The Clearing House shall not be obligated to: (1) make or accept delivery of the actual commodity; or (2) pay any damages relating to the accuracy, genuineness, completeness, or acceptableness of certificates, instruments, warehouse receipts, shipping certificates, or other similar documents; or (3) pay any damages relating to the failure or insolvency of banks, depositories, warehouses, shipping stations, or similar organizations or entities that may be involved with a delivery.

Notwithstanding any provision of the rules, with respect to products where delivery obligations are fulfilled directly between clearing members, the Clearing House has no obligation or liability to any clearing member or any other person relating to a failure to fulfill a delivery obligation unless it is notified by the clearing member that did perform, or was in a position to perform its delivery obligations, that a failure occurred, as soon as possible, but in no event later than sixty minutes after the time the delivery obligation was to have been fulfilled according to the rules of the Exchange.

If a clearing member does not fulfill its delivery obligations to another clearing member, it shall be responsible to the Clearing House for any damages incurred by the Clearing House as a result of such delivery obligation failure.

A failure by a clearing member carrying a short futures position to notify the Clearing Housetender a Delivery Notice on or before the time specified by, and in the manner prescribed by, the Clearing House on the last day on which such notice is permitted shall be deemed a violation of this rule, except that the President of the Clearing House may, for good cause, extend the time to present such notice.

Unexcused failure to make delivery shall be deemed an act detrimental to the interest or welfare of the Exchange. In addition to any penalties imposed as provided in Chapter 4, the Clearing House Risk Committee shall determine and assess the damages incurred by the buyer.

## 715. FAILURE TO ACCEPT DELIVERY OR REMIT FULL PAYMENT

Where a buyer to whom a delivery has been assigned by the Clearing House fails to take such delivery and make payment when payment is due, the seller tendering such delivery shall immediately notify the Clearing House. If a clearing member obligated to receive delivery fails to

make full payment to the seller, the Clearing House shall debit the account of said clearing member an amount sufficient to complete the delivery.

Failure to accept delivery or to remit full payment shall be deemed an act detrimental to the interest or welfare of the Exchange.

## 716. DUTIES OF CLEARING MEMBERS

Prior to the last day of trading in a physically delivered contract, each clearing member shall be responsible for assessing the account owner's ability to make or take delivery for each account on its books with open positions in the expiring contract. Absent satisfactory information from the account owner, the clearing member is responsible for ensuring that the open positions are liquidated in an orderly manner prior to the expiration of trading.

## 717. [RESERVED]

# 718. CUSTOMER SUBSTITUTION IN THE EVENT OF CLEARING MEMBER BANKRUPTCY

In the event that an "order for relief" as defined at CFTC Reg. 190.01(ee) has been entered in respect to a clearing member whose customer holds a futures contract or options contract that may only be liquidated by physical delivery and, as to such contract:

- trading has ceased on the date of the entry of the "order for relief;"
- notice of delivery has been tendered on or before the date of the entry of the "order for relief;" or
- 3. trading ceases before the trustee can liquidate the contract;

then, notwithstanding having been matched for delivery by the Clearing House, the Clearing House shall allow the customer (if his identity can be readily ascertained and verified) to be directly substituted for the debtor clearing member to the extent necessary to complete delivery. None of the requirements for delivery, including notices, instructions, payment, etc., shall be waived hereby. Moreover, substitution shall in no way relieve the debtor clearing member of its obligations to the Clearing House and the opposite clearing member in regard to any claims arising out of that delivery.

## 719.-759. [RESERVED]

#### 760. DELIVERY PROCEDURES IN OTHER COMMODITIES

All other commodities which do not have delivery provisions specified in this chapter shall be governed by the requirements of the relevant contract specification chapter.

## 761.-769. [RESERVED]

## 770. DELIVERY OFFSET PROCEDURES

A clearing member who, as the result of an error, omission or outtrade discovered on or after the last day of trading, carries a position in a contract which has expired and for which the position holder is unable to fulfill the obligation to make or take physical delivery in that contract may, with the consent of the account owner(s) or controller(s), request to offset such position against an opposite position held by an account with different beneficial ownership through a trade transfer; provided, however, that the parties to an error or outtrade must exercise the utmost diligence to resolve the error or outtrade.

Delivery offset requests must be made to the Clearing House. Trade transfers pursuant to this Rule require that the Clearing House receive acceptance from an account(s) with different beneficial ownership and confirmation of the agreed upon transfer by the party initiating the request. Such confirmation must be submitted in writing on the form specified by the Clearing House. All positions transferred pursuant to this Rule shall take place at the final settlement price of the contract.

Clearing member firms representing accounts that have transferred a trade pursuant to this Rule must correctly report the change in open interest to the Clearing House pursuant to the schedule established by the Exchange.

In the event a delivery offset request does not result in a trade transfer, delivery shall take place as required under Exchange rules.

Nothing in this Rule relieves a clearing member of its responsibilities with respect to open positions in an expiring contract month in a physically delivered contract as set forth in Rule 716.

# INTERPRETATIONS & SPECIAL NOTICES RELATING TO CHAPTER 7

## **Gold – Approved Brands**

Producer	Refined At	Code	Brand Marks
Argor, S.A.	Chiasso, Switzerland	<u>ARGO</u>	* ARGOR S.A. CHIASSO-ASA
Argor - Heraeus SA	Mendrisio, Switzerland	<u>ARHE</u>	Argor-HerAeus SA, A-H, Switzerland
ASARCO Incorporated	Amarillo, Texas	ASAT	ASARCO GOLD- AMARILLO, TEXAS
Casa da Moeda do Brasil	Rio de Janeiro, Brazil	CASA	* CASA DA MOEDA DO BRASIL-CMB
Compagnie des Metaux Precieux	Ivry, France	<u>CMPP</u>	* COMPAGNIE DES METAUX PRECIEUX PARIS (may also contain letters CMP)
_	Ivry, France	<u>SDBS</u>	* SOCIETE DE BANQUE SUISSE
Companhia Real de Metais	Sao Paulo, Brazil	CRDM	* CRM
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL	* COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS (with Affineur Fondeur within octagon)
H.Drijfhout & Zoon's Edelmetaalbedrijven BV	Amsterdam, Netherlands	HDZA	* H. DRIJFHOUT & ZOON-AMSTERDAM- MELTERS (within octagon)
Engelhard Corporation	Carteret, N.J.	<u>ENNE</u>	* ENGELHARD (may also be
-	-	-	* ENGELHARD NEW JERSEY-U.S.A. or ENGELHARD U.S.A.)
_	Carteret, N.J.	BAKE	* BAKER (within circle atop triangle)
_	Chessington, England	<u>ENCI</u>	ENGELHARD LONDON
-	Thomastown, Australia	<u>ENTH</u>	* ENGELHARD AUSTRALIA
-	Aurora, Ontario	ENAU	* ENGELHARD (with circle connected to 1/2 moon to left of name; may also be ENGELHARD INDUSTRIES OF CANADA LTD.
Golden West Refining Corporation Limited, Handy & Harman Refining Group Inc.	Attleboro, Mass	<u>GWHH</u>	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, Mass	<u>HAND</u>	*HH HANDY & HARMAN
W.C. Heraeus, G.m.b.H.	Hanau, Germany	<u>HERA</u>	HERAEUS FEINGOLD (with Heraeus Edelmetalle GmbH-Hanau encircling three roses)
Heraeus Incorporated	Newark, N.J.	<u>HERI</u>	HERAEUS FEINGOLD (with capital letter "E" preceding serial number)
Heraeus Ltd.	Kowloon, Hong Kong	<u>HERH</u>	HERAEUS FEINGOLD (with capital letter "H" preceding serial number)
Homestake Mining Company	Lead, South Dakota	<u>HMCO</u>	* HOMESTAKE MINING COMPANY (with HMC all within circle)
Johnson Matthey, Inc.	Winslow, New Jersey	MBUS	* MATTHEY BISHOP U.S.A.(within an oval)
Johnson Matthey Limited	Brampton, Ontario	<u>JMMC</u>	* JOHNSON MATTHEY & MALLORY- CANADA (within an oval)
_	Brampton, Ontario	<u>JMCA</u>	* JM (with crossed hammers)
-	Brampton, Ontario	<u>JMJM</u>	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M. LTDCANADA-ASSAY OFFICE)
Johnson Matthey Limited (Australia)	Kogarah, Australia	MGPS	* MATTHEY GARRETT PTY. SYDNEY REFINERS (within an oval)
	Kogarah, Australia	<u>JMLA</u>	* JOHNSON MATTHEY LIMITED AUSTRALIA

Producer	Refined At	Code	Brand Marks	
Johnson Matthey Chemicals Ltd.	Royston, England	<u>JMLO</u>	* JOHNSON MATTHEY LONDON (within an oval)	
Johnson Matthey & Pauwels S.A.	Brussels, Belgium	<u>JMPA</u>	* JOHNSON MATTHEY & PAUWELS (within an oval)	
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	<u>JMRI</u>	JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: J.M.R.I. U.S.AASSAY OFFICE)	
Johnson Matthey Refining, Inc.	Salt Lake City, Utah	<u>JMRI</u>	JOHNSON MATTHEY-SLC (within a double oval)	
Kennecott Utah Copper Corporation	Magna, Utah	KUAU	KUC	
Metallurgie Hoboken Overpelt S.A.	Hoboken, Belgium	MHOV	* METALLURGIE HOBOKEN OVERPELT	
n.v. Union Miniere s.a Business Unit Hoboken	Hoboken, Belgium	<u>HOBO</u>	Hoboken 9999	
Metalli Preziosi S.p.A.	Milan, Italy	MPSP	*METALLI PREZIOSI S.p.A. MILANO- AFFINAZIONE (with MP within a circle)	
Metalor Technologies USA Corp.	Attleborough, Mass.	MUST	METALOR® (with the "MUS" assay mark)	
-	Attleborough, Mass.	<u>META</u>	* METAUX PRECIEUX SA METALOR MP (with "MUS" Assay mark)	
Metaux Precieux S.A. Metalor	Neuchatel, Switzerland	MPSA	METAUX PRECIEUX SA - NEUCHATEL (with MP within a circle)	
-	Neuchatel, Switzerland	SBCO	SWISS BANK COPORATION	
Mitsubishi Metal Corporation	Osaka, Japan	MMCO	* MITSUBISHI METAL CORPORATION (with three diamond mark within oval)	
Mitsubishi Materials Corporation	Kagawa, Japan	MITS	Three diamonds forming a triangle	
Noranda Mines Limited, CCR Division	Montreal East, Quebec	CCRL	* CANADIAN COPPER REFINERS LIMITED MONTREAL EAST, CANADA (within an oval)	
Noranda Mines Limited, CCR Division	Montreal East, Quebec	NORA	* NORANDA MINES LIMITED - CCR, MONTREAL EAST, CANADA (within an oval)	
Noranda Metallurgy Inc Copper	Montreal East, Quebec	NINC	NORANDA MINES Inc CCR, MONTREAL EAST, CANADA (within an oval)	
Norddeutsche Affinerie AG	Hamburg, W. Germany	NAHA	NORDDEUTSCHE AFFINERIE HAMBURG	
Ohio Precious Metals, LLC	Jackson, OH	<u>OPM</u>	<u>OPM</u>	
PAMP, S.A. Produits Artistiques  Metaux Precieux	Castel S. Pietro, Switzerland	PAMP	PAMP-SUISSE	
Rand Refinery Limited	Germiston Transvaal	RRSA	RAND REFINERY Ltd. SOUTH AFRICA (encircling picture of springbok)	
Royal Canadian Mint	Ottawa, Canada	<u>RCMI</u>	ROYAL CANADIAN MINT (encircling a crown)	
Sabin Metal Corporation	Scottsville, N.Y.	SABN	SMC	
Schone Edelmetaal NV	Amsterdam, Netherlands	GSNV	GUARANTEED BY SCHONE N.V. AMSTERDAM	
Sheffield Smelting Co. Ltd.	Sheffield, England	SSCL	* THE SHEFFIELD SMELTING CO. LTD LONDON & SHEFFIELD	
Tanaka Kikinzoku Kogyo K.K.	Ichikawa, Japan	TTME	TANAKA TOKYO-MELTERS	
Umicore AG & Co. KG	Hanau, Germany	<u>DEGU</u>	* DEGUSSA FEINGOLD (with 1/2 sun and 1/4 moon within diamond)	
Umicore AG & Co. KG	Burlington, Ontario	DECA	* DEGUSSA CANADA LTD. (with 1/2 sun and 1/4 moon within diamond)	
Umicore Brasil Ltda.	Guarulhos, Brazil	DEBR	* DEGUSSA S.A. (with 1/2 sun and 1/4 moon within	

Producer	Refined At	Code	Brand Marks
			diamond)
Umicore Brasil Ltda.	Guarulhos, Brazil	<u>UMIB</u>	Umicore Brasil
United States Metals Refining Co., division of Amax Copper, Inc.	Carteret, N.J.	DRW	* DRW
<u>U.S.S.R</u>	Moscow, U.S.S.R	CCCP	*CCCP (with hammer and sickle)
Valcambi, S.A.	Balerna, Switzerland	CRSU	CREDIT SUISSE
Western Australia Mint trading as "The Perth Mint"	Perth, Australia	<u>PMAU</u>	THE PERTH MINT AUSTRALIA (with swan motif mint mark within circle)

<sup>(1)</sup> Brands which are no longer produced are preceded by an asterisk (\*).

## **Gold – Licensed Depositories and Weighmasters**

## **Depositories & Weighmasters** Brink's, Inc. phone: +1 718 949 2186 HSBC Bank USA phone: +1 212 525 6439 JP Morgan Chase Bank NA phone: +1 212 552 2085 Manfra, Tordella & Brookes, Inc. phone: +1 212 981 4516 ScotiaMocatta Depository, A Division of the Bank of Nova Scotia phone: +1 212 225 6330 **Weighmasters** <u>Ledoux & Company Weighmasters</u> <u>phone: +1 201 837 7160</u> 359 Alfred Avenue

Teaneck, NJ 07666

USA

fax: +1 201 837 1235

## **Gold – Approved Assayers**

## **Company**

## Canada, Ontario

SGS Lakefield Research Limited

185 Concession

Lakefield, Ontario K0L 2H0

Canada

phone: +1 705 652 2000

## **United Kingdom, Prescot**

ALS Inspection UK Ltd.

Caddick Road, Knowsley Business Park

Knowsley, Prescot L34 9HP

United Kingdom

phone: +44 15 1548 7777

## United Kingdom, Merseyside

Alfred H. Knight International Ltd.

Eccleston Grange, Prescot Road

St Helens, Merseyside WA10 3BQ

**United Kingdom** 

phone: +44 17 4473 3757

fax: +44 17 442 7062

## **USA, New Jersey**

Alex Stewart (Assayers) Inc.

314 Rte. 22 West, Suite C

Green Brook, NJ 08812

USA

phone: +1 732 529 4408

fax: +1 732 827 0567

Ledoux & Company

359 Alfred Avenue

Teaneck, New Jersey 07666

USA

phone: +1 201 837 7160

fax: +1 201 837 1235

## **USA, South Carolina**

Alfred H. Knight North America Ltd.

P.O. Box 3504, 130 Tradd Street

Spartanburg, South Carolina 29304

USA

phone: +1 864 595 1903

fax: +1 864 595 1627

## **Gold – Approved Carriers**

## **Company**

## **USA**, California

Garda CL Atlantic, Inc.

3280 E. Foothill Blvd., Ste. 290

Pasadena, California 91107

USA

phone: +1 626 564 4284

#### **USA**, Florida

TransValue, Inc.

7421 N.W. 7 Street

Miami, FL 33126

**USA** 

phone: +1 305 592 0997

## **USA**, Maryland

Dunbar Armored, Inc.

50 Schilling Road

Hunt Valley, Maryland 21031

**USA** 

phone: +1 800 888 2129

## **USA, New Jersey**

Loomis, Fargo & Co.

701 Kingsland Avenue

Lyndhurst, New Jersey 07071

USA

phone: +1 201 939 2700

#### **USA, New York**

Brinks, Inc.

580 Fifth Avenue, Suite 400

New York, New York 10036

<u>USA</u>

phone: +1 800 5 BRINKS

G4S International, Inc.

AMB/JFK Cargo Center 75

JFK International Airport

North Hangar Road, Suite 206

Jamaica, New York 11430

USA

phone: +1 718 244 6206

IBI Armored Services, Inc.

37-06 61st Street

Woodside, New York 11377

USA

phone: +1 718 458 4000

Malca-Amit Armored, Inc.

153-66 Rockaway Boulevard

Jamaica, NY 11434

USA

phone: +1 212 840 8330

VIA MAT International (USA) Inc.

130 Sheridan Boulevard

Inwood, New York 11096

USA

phone: +1 718 868 1500

## Silver - Approved Brands

Producer	Refined At	Code	Brand Marks
ASARCO Incorporated	Amarillo, Texas	ASAT	ASARCO SILVER - AMARILLO, TEXAS
ASARCO Incorporated	Baltimore, MD	ASBA	* ASARCO BALTIMORE, MARYLAND
ASARCO Incorporated	Perth Amboy, NJ	ASCP	* AS & R CO PERTH AMBOY, N.J.
ASARCO Incorporated	Perth Amboy, NJ	<u>ASPA</u>	* ASARCO-PERTH AMBOY, NEW JERSEY
ASARCO Incorporated	Selby, CA	<u>SGSR</u>	* SELBY GOLD & SILVER REFINERY, SAN FRANCISCO, CAL.
Britannia Refined Metals Co.	Northfleet, England	BLCO	BLCo.
Broken Hill Associated Smelters Pty. Ltd.	Port Pirie, Australia	BHAS	*BHAS
Cerro de Pasco Corporation	La Orova, Peru	CDPP	* C de P PERU
Cominco Ltd.	Trail, British Columbia	TADA	TADANAC
Compania de Real Monte v Pachuca	Pachuca, Mexico	RDMM	*R del M
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAP	COMPTOIR-LYON-ALEMAND, LOUYOT & CIE-PARIS
Comptoir Lyon-Alemand Louyot	Noisy le Sec, France	CLAL	*COMPTOIR-LYON-ALEMAND, LOUYOT-PARIS
Dowa Mining Co., Ltd.	Kosaka City, Japan	DOWA	DOWA (with crossed hammers within circle)
Empresa Minera del Peru SA	La Oroya, Peru	CPPE	CP-PERU
Engelhard Corporation	Chessington, England	ENCI	* ENGELHARD LONDON
Engelhard Corporation	Carteret, NJ	ENNE	* ENGELHARD
Engelhard Corporation	Ivry, France	ECMP	* ENGELHARD (with Compagnie Des Metaux Precieux-Paris within an oval)
Formation Metals	Kellogg, ID	<u>SUNS</u>	SUNSHINE (in an arc with crossed pick and shovel
_	_	_	_
-	-	-	*OPEN TRIANGLE (like letter A, brand name "Yamaichi")
Furukawa Metals Co., Ltd.	Nikko City, Japan	<u>TRIA</u>	_
Golden West Refining Corporation Limited, Handy & Harman Refining Group, Inc.	Attleboro, MA	<u>GWHH</u>	* HH HANDY & HARMAN REFINING GROUP
Handy & Harman	Attleboro, MA	HAND	* HH HANDY & HARMAN SILVER
Handy & Harman	Fairfield, CT	HARM	* HH HANDY & HARMAN SILVER (with capital letter F bars produced at Fairfield, Conn.)
INCO Limited	Sudbury, Ontario	<u>ORCO</u>	<u>ORC</u>
Industrial Minera Mexico SA	Monterrey, Mexico	<u>ASMO</u>	* ASARCO-MONTERREY
Industrial Minera Mexico SA	Monterrey, Mexico	<u>IMMM</u>	IMM-MONTERREY
Johnson Matthey Chemicals, Ltd.	Royston, England	<u>JMLO</u>	* JOHNSON MATTHEY LONDON
Johnson Matthey Chemicals, Ltd.	Royston, England	<u>JMCF</u>	* JMCF
	,		

Second Surrounded by JOHNSON MATTHEY	CANADA Y-JM (with assay ADA- mmers)  -JM (with assay
Johnson Matthey Limited     Brampton, Ontario     JMJM     crossed hammers and stamp: JM LTDCAN/ASSAY OFFICE)       Johnson Matthey Limited     Brampton, Ontario     JMCA     * JM (with crossed harmonic parts)	assay ADA- nmers) -JM (with assay
	-JM (with
Johnson Matthey Limited Prompton Optorio IMMAC * LM 9 M 14d	assay
Johnson Matthey Limited Brampton, Ontario JMMC * J.M. & M. Ltd.	assay
Johnson Matthey Refining, Inc.  Salt Lake City, UT  JMRI  JOHNSON MATTHEY crossed hammers and stamp:J.M.R.IU.S.AOFFICE)	
Kam-Kotia Mines, Ltd. Cobalt, Ontario CRKO * CRK	
Kennecott Corporation Magna, UT KUEU * KUE	
KGHM Polska Miedz S.A. Glogow, Poland KGHM KGHM HG	
Met-Mex Penoles, SA de CV  Monterrey, Mexico  MPSA  * METALURGICA MEX PENOLES S.A.	XICANA
Met-Mex Penoles, SA de CV  Torreon, Mexico POPM PRODUCT OF PENOMEXICO	LES
Metalli Preziosi S.p.A.  Milan, Italy  MPSP  *METALLI PREZIOSI MILANO (with MP)	S.p.A.
Metalor Precieux SA Metalor  Neuchatel, Switzerland  MPOR  METAUX PRECIEUX METALOR (in a circle MP in center)	
Metalor Technologies USA Corp.  N. Attleboro, MA  MUST  METALOR® (with "MUST mark)	JS" assay
Metalor Technologies USA Corp.  N. Attleboro, MA  META  * METAUX PRECIEUX METALOR (in a circle MUS in center)	
Mitsubishi Materials Corporation Kagawa, Japan DIAM Three diamonds forming triangle	ng a
No. 1 Mining Corporation Namtu, Burma BRMA *BURMA MINES	
Xstrata Canada Corporation Montreal East, Quebec CCR CANADA	
Norddeutsche Affinerie A.G.  Hamburg, W. Germany  NAHA  NORDDEUTSCHE AF HAMBURG	FINERIE
Ohio Precious Metals, LLC OPM Jackson, OH OPM OPM	
PAMP S.A. Castel San Pietro, Switzerland PAMP PAMP	
PGP Industries, Inc. Duncan, SC PGPI * PGP	
Rand Refinery Limited Germiston, Transvaal RRSA RAND REFINERY LTI Ltd. on underside)	D. (with RR
Rudarsko Metalursko Hemijski Kombinat, Trepca Zvecan, Yugoslavia TREP *TREPCA	
Sabin Metal Corporation Scottsville, NY SABN SMC	
Sheffield Smelting Co., Ltd.  Sheffield, England SSCL  * THE SHEFFIELD SN. CO. LTD.	MELTING
The Anaconda Company Perth Amboy, NJ UMCO * UMS CO.	
The Bunker Hill Company Kellogg, ID HILL * BUNKER HILL	

<u>Producer</u>	Refined At	Code	Brand Marks
U.S. Smelting, Refining & Mining	East Chicago, IL	<u>USSC</u>	* USSCO
Umicore AG & Co. KG	Hanau, Germany	DEGU	* DEGUSSA (with 1/2 sun and 1/4 moon within diamond)
Umicore AG & Co. KG	South Plainfield, NJ	<u>METZ</u>	* DEGUSSA (with 1/2 sun and 1/4 moon within diamond, also Metz est. 1921)
United States Assay Office	Denver, Colorado	<u>USDE</u>	* SEAL OF UNITED STATES (with year and location of production)
United States Assay Office	New York, NY	<u>USNY</u>	* SEAL OF UNITED STATES (with year and location of production)
United States Assay Office	Philadelphia, PA	<u>USPH</u>	* SEAL OF UNITED STATES (with year and location of production)
United States Assay Office	San Francisco, CA	USSF	* SEAL OF UNITED STATES (with year and location of production)
United States Metals Refining Co., a division of Amax Copper, Inc.	Carteret, NJ	DRW	<u>* DRW</u>
Zaklady Metalurginczne Trzebinia	Trzebinia, Poland	<u>ZTMP</u>	<u>*ZTM</u>
n.v. Union Miniere s.a. – Business Unit Hoboken	Hoboken, Belgium	MHOV	* HOBOKEN 999.7+
n.v. Union Miniere s.a. – Business Unit Hoboken	Hoboken, Belgium	<u>HOBN</u>	HOBOKEN 999+

<sup>(1)</sup> Brands which are no longer produced are preceded by an asterisk (\*).

## Silver - Licensed Depositories and Weighmasters

## **Depository**

**New York** 

Brink's, Inc.

phone: +1 718 949 2186

**HSBC Bank USA** 

phone: +1 212 525 6439

JP Morgan Chase Bank NA phone: +1 212 552 2085

ScotiaMocatta Depository, A Division of the Bank of Nova Scotia

phone: +1 212 225 6330

**Delaware** 

Delaware Depository Service Company, LLC

phone: +1 302 765 3884

Massachusetts

<u>CNT Depository, Inc.</u> <u>phone: +1 508 697 9600</u>

## **Weighmasters**

Brink's, Inc.

Phone: +1 718 949 2186

CNT Depository, Inc.

phone: +1 508 697 9600

**HSBC Bank USA Weighmasters** 

phone: +1 212 525 6439

**Ledoux & Company Weighmasters** 

phone: +1 201 837 7160

JP Morgan Chase, National Association

phone: +1 212 552 2085

-

## Silver - Approved Assayers

## **Company**

## Canada, Ontario

SGS Lakefield Research Limited

185 Concession

Lakefield, Ontario K0L 2H0

Canada

phone: +1 705 652 2000

#### **United Kingdom, Prescot**

ALS Inspection UK Ltd.

Caddick Road, Knowsley Business Park

Knowsley, Prescot L34 9HP

**United Kingdom** 

phone: +44 15 1548 7777

## **United Kingdom, Merseyside**

Alfred H. Knight International Ltd.

Eccleston Grange, Prescot Road

St Helens, Merseyside WA10 3BQ

**United Kingdom** 

phone: +44-1744-733757

fax: +44 1744 27062

## **USA, New Jersey**

Alex Stewart (Assayers) Inc.

314 Rte. 22 West, Suite C

Green Brook, NJ 08812

USA

phone: +1 732 529 4408

fax: +1 732 827 0567

Ledoux & Company

359 Alfred Avenue

Teaneck, New Jersey 07666

USA

phone: +1 201 837 7160

fax: +1 201 837 1235

## **USA, South Carolina**

Alfred H. Knight North America Ltd.

P.O. Box 3504, 130 Tradd Street

Spartanburg, South Carolina 29304

**USA** 

phone: +1 864 595 1903

fax: +1 864 595 1627

## Platinum – Approved Brands

Producer	Refined At	Code	Brand Marks
Argor-Heraeus SA	Switzerland	AHSA	# Argor-Heraeus SA
Asahi Pretec Corp.	<u>Japan</u>	<u>ASPC</u>	# AKK in a diamond
Compagnie des Metaux Precieux SA	France	CMPP	* Compagnie des Metaux Precieux Paris CMP
Comptoir Lyon – Alemand Louyot	<u>France</u>	CLAL	* Comptoir Lyon-Alemand Louyot Paris Affineur Fondeur in octagon
Degussa AG	Germany	DEAG	* Degussa with half sun & quarter moon in a diamond
Ekaterinburg	Russia	EKAT	# POCCNR (where "N" and "R" are backwards) in an oval & company symbol
Engelhard Corporation - Carteret	<u>United States</u>	<u>ECCA</u>	# "E" symbol in octagon
Engelhard Limited	Great Britian	ELGB	* Engelhard London and "E" in parallelogram
Engelhard Metals Corporation – Carteret	<u>United States</u>	EMCC	* "E" symbol in octagon
Engelhard SA	<u>France</u>	ENSA	* Engelhard in parallelogram and Comptoir Lyon-Alemand Louyot Paris Affineur Fondeur in octagon
Engelhard s.r.l.	<u>Italy</u>	<u>ESRL</u>	# "1ER" in octagon (from serial number R501 onwards)
Engelhard-Clal	<u>United States</u>	<u>ECNY</u>	* Engelhard-CLAL New York
Engelhard-Clal (UK) Limited	Great Britain	<u>ECUK</u>	# E-C in a parallelogram
Engelhard-Clal Paris	<u>France</u>	<u>ECLP</u>	# Engelhard-Clal Paris
Furuya Metal Co. Ltd	<u>Japan</u>	FMCL	# KFK overlays Furuya Metal Tokyo in a circle
H. Drijfhout & Zoon's Edelmetaalbedrijven B.V.	<u>Netherlands</u>	DZAM	*# H. Drijfhout & Zoons Amsterdam Melters
Heraeus Metal Processing Inc.	<u>United States</u>	<u>HPMI</u>	# Heraeus with HMP surrounded by a sun
Impala Platinum Limited	South Africa	PLAT	# Company symbol only (Impala Animal Head)
Impala Platinum Limited	South Africa	<u>IMPL</u>	* Company symbol
Inco Europe Limited	Great Britain	INCO	# Inco
Ishifuku Metals Industry Co. Limited	<u>Japan</u>	<u>IMIL</u>	# Ishifuku Tokyo
Johnson Matthey Inc.	<u>United States</u>	<u>JMUS</u>	# Johnson Matthey Made in U.S.A.
Johnson Matthey plc	Great Britain	<u>JMUK</u>	# Company logo and Made in England
<u>Krasnoyarsk</u>	Russia	KRAS	# Made in Russia (with K and a flower)
<u>Krastsvetmet</u>	Moscow, Russia	<u>ARKA</u>	# Made in Russia (with K and flower)
Matsuda Sangyo Co. Limited	<u>Japan</u>	MSCL	# Matsuda Tokyo Assayer Melter
Metaux Precieux SA Metalor	Switzerland	MPSA	# M.P. Assayeur Fondeur
Novosibirsk Refining Factory	Russia	NOVO	# POCC in an oval & company symbol

Producer	Refined At	Code	Brand Marks
PGP Industries Inc.	<u>United States</u>	<u>PGPI</u>	* PGP in a circle of dots
Pamp S.A.	Switzerland	PAMP	# PAMP individual letters in cylinder followed by the word Switzerland
Prioksk	Russia	PRIO	# POCCNR (where "N" and "R" are backwards) in an oval & company symbol
Rustenburg Platinum Mines Limited	South Africa	RPML	# Rustenburg in a rectangle
Sabin Metal Corporation	<u>United States</u>	<u>SMC</u>	# SMC
Soviet State Refinery  Krastsvetmet as represented by  Almajuvelirexport	Moscow, Russia	<u>LMAZ</u>	* ALMAS, Made in USSR (with hammer and sickle)
State Refinery	Russia	RUSS	* Made in USSR with hammer & sickle
Tanaka Kinkinzoku Kogyo K.K.	<u>Japan</u>	<u>TKKK</u>	# Tanaka Tokyo
Tanaka Kinkinzoku Kogyo K.K.	<u>Japan</u>	<u>TKKM</u>	# Tanaka Tokyo Melters
Tokuriki Honten Co. Limited	<u>Japan</u>	<u>THCL</u>	# Tokuriki Tokyo
Umicore AG & Co. KG	Germany	<u>OMGA</u>	# Degussa with half sun and quarter moon in a diamond
Valcambi SA	Switzerland	<u>VABS</u>	# Valcambi S.A. Balerna-Suisse
W.C. Heraeus GmbH	Germany	WCHG	# H surrounded by a sun and the word Heraeus
Western Platinum Limited	South Africa	<u>WPRL</u>	# W.P.L. Platinum

<sup>(1)</sup> Brands which are no longer produced are preceded by an asterisk (\*).
(2) Brands which are acceptable on the London Platinum and Palladium Market are preceded by a pound sign (#).

## **Platinum – Licensed Depositories**

# **Depository** New York Brink's, Inc. phone: +1 718 949 2186 HSBC Bank USA phone: +1 212 525 6439 JP Morgan Chase Bank NA phone: +1 212 552 2085 Manfra, Tordella & Brookes, Inc. phone: +1 212 981 4516 ScotiaMocatta Depository, A Division of the Bank of Nova Scotia phone: +1 212 225 6330 **Delaware** <u>Delaware Depository Service Company, LLC phone: +1 302 765 3884</u> Massachusetts CNT Depository, Inc. phone: +1 508 697 9600

-

## Platinum - Approved Assayers

#### Company

#### **France**

\* Comptoir Lyon-Alemand Louyot (CLAL)

13 Rue De Montmorency, 75139 Paris Cedex 03

**Paris** 

France

phone: +33 14 277 1111

\* Engelhard-CLAL Paris

41 rue de Paris, 93136 Noisy-Le-Sec

Paris

France

phone: +33 14 850 5000 fax: +33 14 850 5009

#### Germany

\* Umicore AG & Co. KG

Rodenbacher Chaussee 4

Hanau-WolfgangD-63457

Germany

phone: +49 61 8159 4610

#### Japan, Tokyo

\* Tanaka Kikinzoku Kogyo K.K.

6-6 Nihonbashi Kayabacho 2 Chome

Chuo-Ku, Tokyo 103

<u>Japan</u>

phone: +81 03 366 8011

#### **Switzerland**

\* Metaux Precieux SA Metalor

Avenue du Vignoble

NeuchatelCH-2009

Switzerland

phone: +41 32 720 6111

fax: +41 32 720 6601

other: Web site

\* Valcambi SA

Via Passeggiata

BalernaCH-6828

Switzerland

phone: +41 91 695 5311

other: Web site

#### **United Kingdom, London**

\* Johnson Matthey PLC

40-42 Hatton Garden

London, London EC1N 8EE

**United Kingdom** 

phone: +44 20 7269 8000

## **United Kingdom, Prescot**

ALS Inspection UK Ltd.

Caddick Road, Knowsley Business Park

Knowsley, Prescot L34 9HP

United Kingdom

## **USA**, California

Heraeus Metal Processing Inc.

134 Alondra Blvd

Sante Fe Springs, CA 90670

USA

phone: +1 562 483 1802

\* PGP Industries, Inc.

13429 Alondra Blvd.

Santa Fe Springs, California 90670

USA

phone: +1 310 921 7464

## **USA, New Jersey**

\* Engelhard Corporation

101 Wood Avenue

Iselin, New Jersey 08830

**USA** 

phone: +1 732 205 5000

Ledoux & Company

359 Alfred Avenue

Teaneck, New Jersey 07666

USA

phone: +1 201 837 7160

fax: +1 201 837 1235

#### **USA, New York**

\* Sabin Metal Corporation

300 Pantigo Place

East Hampton, New York 11937

USA

phone: +1 631 329 1717

## **USA**, Pennsylvania

\* Johnson Matthey Inc.

1401 King Rd.

West Chester, Pennsylvania 19380

USA

phone: +1 610 971 3000

\* Official List of Approved Assayers and Assayer/Refiners

\_

## Platinum - Approved Carriers

## **Company**

## **USA**, California

Garda CL Atlantic, Inc. 3280 E. Foothill Blvd., Ste. 290 Pasadena, California 91107

USA

phone: +1 626 564 4284

#### **USA**, Florida

TransValue, Inc. 7421 N.W. 7 Street Miami, FL 33126 **USA** 

phone: +1 305 592 0997

## **USA**, Maryland

Dunbar Armored, Inc. 50 Schilling Road Hunt Valley, Maryland 21031 **USA** 

phone: +1 800 888 2129

## **USA, New Jersey**

**Engelhard Corporation** 101 Wood Avenue Iselin, New Jersey 08830 USA

phone: +1 732 205 5000

Loomis, Fargo & Co. 701 Kingsland Avenue Lyndhurst, New Jersey 07071 **USA** phone: +1 201 939 2700

#### **USA, New York**

Brinks, Inc. 580 Fifth Avenue, Suite 400 New York, New York 10036 USA phone: +1 800 5 BRINKS

G4S International, Inc. AMB/JFK Cargo Center 75 JFK International Airport North Hangar Road, Suite 206 Jamaica, New York 11430

**USA** 

phone: +1 718 244 6206

IBI Armored Services, Inc. 37-06 61st Street Woodside, New York 11377 USA phone: +1 718 458 4000

Malca-Amit Armored, Inc. 153-66 Rockaway Boulevard Jamaica, NY 11434

**USA** 

phone: +1 212 840 8330

VIA MAT International (USA) Inc.

130 Sheridan Boulevard Inwood, New York 11096 USA phone: +1 718 868 1500

-

# Palladium - Approved Brands

Producer	Refined At	Code	Brand Marks
Argor SA	Switzerland	ARSA	* Argor S.A. Chiasso
Argor-Heraeus SA	Switzerland	<u>AHSA</u>	# Argor-Heraeus SA
Asahi Pretec Corp.	<u>Japan</u>	<u>ASPC</u>	# AKK in a diamond
Compagnie des Metaux Precieux SA	France	CMPP	* Compagnie des Metaux Precieux Paris CMP
Comptoir Lyon – Alemand Louyot	France	CLAL	* "Comptoir Lyon-Alemand Louyot Paris Affineur Fondeur" in octagon
Degussa AG	Germany	DEAG	* Degussa with half sun & quarter moon in a diamond
Engelhard Corporation, Carteret	<u>United States</u>	<u>ECCA</u>	# "E" Symbol in octagon
Engelhard Limited	Great Britian	ELGB	* Engelhard London and "E" in parallelogram
Engelhard SA	<u>France</u>	<u>ENSA</u>	* "Engelhard" in parallelogram and "Comptoir Lyon-Alemand Louyot Paris Affineur Fondeur" in octagon
Engelhard s.r.l.	<u>Italy</u>	ESRL	# "1ER" in octagon (from serial number R501 onwards)
Engelhard-Clal (UK) Limited	Great Britain	<u>ECUK</u>	# E-C in a parallelogram
Engelhard-Clal Paris	<u>France</u>	<u>ECLP</u>	# Engelhard-Clal Paris
H. Drijfhout & Zoon's Edelmetaalbedrijven B.V.	<u>Netherlands</u>	DZAM	*# H. Drijfhout & Zoons Amsterdam Melters
Heraeus Metal Processing	<u>United States</u>	<u>НРМІ</u>	# Heraeus with HMP surrounded by a sun
Inco Europe Limited	Great Britain	INCO	# Inco
Ishifuku Metals Industry Co. Limited	<u>Japan</u>	<u>IMIL</u>	# Ishifuku Tokyo
Johnson Matthey Inc.	<u>United States</u>	<u>JMUS</u>	# Johnson Matthey Made in U.S.A.
Johnson Matthey plc	Great Britain	<u>JMUK</u>	# Company logo and Made in England
<u>Krasnoyarsk</u>	Russia	KRAS	# Made in Russia (with K and a flower)
Matsuda Sangyo Co. Limited	<u>Japan</u>	MSCL	# Matsuda Tokyo Assayer Melter
Matthey Rustenburg Refiners	South Africa	MRRA	* "JM Ltd" and company symbol "Trade Mark" and "Made in South Africa"
Metaux Precieux SA Metalor	<u>Switzerland</u>	MPSA	# M.P. Assayeur Fondeur
Novosibirsk Refining Factory	Russia	NOVO	# POCCNR (where "N" and "R" are backwards) in an oval & company symbol
Pamp S.A.	Switzerland	PAMP	# PAMP individual letters in cylinder followed by the word Switzerland
PGP Industries Inc.	<u>United States</u>	<u>PGPI</u>	* PGP in a circle of dots
Prioksk	Russia	PRIO	# POCCNR (where "N" and "R" are backwards) in an oval & company symbol
Rustenburg Platinum Mines Limited	South Africa	RPML	# Rustenburg in a rectangle

Producer	Refined At	<u>Code</u>	Brand Marks
Sabin Metal Corporation	<u>United States</u>	SMC	# SMC
State Refinery	Russia	RUSS	* Made in USSR with hammer & sickle
State Refinery	<u>Russia</u>	<u>ARKA</u>	# Made in Russia (with K and a flower)
State Refinery	Russia	SSRA	* Made in USSR with hammer & sickle
State Refinery	<u>Russia</u>	CCP	*# CCCP
Tanaka Kinkinzoku Kogyo K.K.	<u>Japan</u>	<u>TKKK</u>	# Tanaka Tokyo
Tanaka Kinkinzoku Kogyo K.K.	<u>Japan</u>	<u>TKKM</u>	# Tanaka Tokyo Melters
Tokuriki Honten Co. Limited	<u>Japan</u>	THCL	# Tokuriki Tokyo
Umicore AG & Co. KG	Germany	<u>OMGA</u>	# Degussa with half sun and quarter moon in a diamond
Valcambi SA	<u>Switzerland</u>	<u>VABS</u>	# Valcambi S.A. Balerna-Suisse
W.C. Heraeus GmbH	Germany	WCHG	# H surrounded by a sun and the word Heraeus
Western Platinum Limited	South Africa	<u>WPRL</u>	*# W.P.L. Palladium & symbol

<sup>(1)</sup> Brands which are no longer produced are preceded by an asterisk (\*).

-

<sup>(2)</sup> Brands which are acceptable on the London Platinum and Palladium Market are preceded by a pound sign (#).

## Palladium - Licensed Depositories

## **Depository**

**New York** 

Brink's, Inc. phone: +1 718 949 2186

**HSBC Bank USA** 

phone: +1 212 525 6439

JP Morgan Chase Bank NA

phone: +1 212 552 2085

Manfra, Tordella & Brookes, Inc.

phone: +1 212 981 4516

ScotiaMocatta Depository, A Division of the Bank of Nova Scotia

phone: +1 212 225 6330

**Delaware** 

Delaware Depository Service Company, LLC

phone: +1 302 765 3884

**Massachusetts** 

CNT Depository, Inc.

phone: +1 508 697 9600

## Palladium - Approved Assayers

#### Company

#### **France**

\* Comptoir Lyon-Alemand Louyot (CLAL)

13 Rue De Montmorency, 75139 Paris Cedex 03

**Paris** 

France

phone: +33 14 277 1111

\* Engelhard-CLAL Paris

41 rue de Paris, 93136 Noisy-Le-Sec

Paris

**France** 

phone: +33 14 850 5000 fax: +33 14 850 5009

#### **Germany**

\* Umicore AG & Co. KG

Rodenbacher Chaussee 4

Hanau-WolfgangD-63457

**Germany** 

phone: +49 61 815 9461

### Japan, Tokyo

\* Tanaka Kikinzoku Kogyo K.K.

6-6 Nihonbashi Kayabacho 2 Chome

Chuo-Ku, Tokyo 103

<u>Japan</u>

phone: +81 03 366 8011

#### **Switzerland**

\* Metaux Precieux SA Metalor

Avenue du Vignoble

NeuchatelCH-2009

<u>Switzerland</u>

phone: +41 32 720 6111

fax: +41 32 720 6601

other: Web site

\* Valcambi SA

Via Passeggiata

BalernaCH-6828

Switzerland

phone: +41 91 695 5311

other: Web site

## United Kingdom, London

\* Johnson Matthey PLC

40-42 Hatton Garden

London, London EC1N 8EE

**United Kingdom** 

phone: +44 20 7269 8000

### **United Kingdom, Prescot**

ALS Inspection UK Ltd.

Caddick Road, Knowsley Business Park

Knowsley, Prescot L34 9HP

**United Kingdom** 

#### **USA**, California

\* PGP Industries, Inc.

13429 Alondra Blvd.

Santa Fe Springs, California 90670

<u>USA</u>

phone: +1 310 921 7464

## **USA, New Jersey**

\* Engelhard Corporation

101 Wood Avenue Iselin, New Jersey 08830

USA

phone: +1 732 205 5000

Ledoux & Company

359 Alfred Avenue

Teaneck, New Jersey 07666

<u>USA</u>

phone: +1 201 837 7160 fax: +1 201 837 1235

#### **USA, New York**

\* Sabin Metal Corporation

300 Pantigo Place

East Hampton, New York 11937

**USA** 

phone: +1 631 329 1717

## **USA**, Pennsylvania

\* Johnson Matthey Inc.

1401 King Rd.

West Chester, Pennsylvania 19380

USA

phone: +1 610 971 3000

\* Official List of Approved Assayers and Assayer/Refiners

## Palladium - Approved Carriers

#### **Company**

## **USA**, California

Garda CL Atlantic, Inc.

3280 E. Foothill Blvd., Ste. 290

Pasadena, California 91107

USA

phone: +1 626 564 4284

#### **USA**, Florida

TransValue, Inc.

7421 N.W. 7 Street

Miami, FL 33126

USA

phone: +1 305 592 0997

#### **USA**, Maryland

Dunbar Armored, Inc.

50 Schilling Road

Hunt Valley, Maryland 21031

USA

phone: +1 800 888 2129

# **USA, New Jersey**

**Engelhard Corporation** 

101 Wood Avenue

Iselin, New Jersey 08830

USA

phone: +1 732 205 5000

Loomis, Fargo & Co.

701 Kingsland Avenue

Lyndhurst, New Jersey 07071

<u>USA</u>

phone: +1 201 939 2700

## **USA, New York**

Brinks, Inc.

580 Fifth Avenue, Suite 400

New York, New York 10036

**USA** 

phone: +1 800 5 BRINKS

G4S International, Inc.

AMB/JFK Cargo Center 75

JFK International Airport

North Hangar Road, Suite 206

Jamaica, New York 11430

**USA** 

phone: +1 718 244 6206

IBI Armored Services, Inc.

37-06 61st Street

Woodside, New York 11377

USA

phone: +1 718 458 4000

Malca-Amit Armored, Inc.

153-66 Rockaway Boulevard

Jamaica, NY 11434

USA

phone: +1 212 840 8330

VIA MAT International (USA) Inc.

130 Sheridan Boulevard Inwood, New York 11096 USA phone: +1 718 868 1500

-

# **Copper – Approved Brands**

<u>Producer</u>	Code	Brand Marks
ASARCO LLC	ATR	ATR
ASARCO LLC	RAY	ASARCO RAY GRADE 1
Atlantic Copper SA	FMS	FMS
Aurubis AG	HKAG	HK
Aurubis AG	NAEN	NA-ESN
BHP Copper Inc.	BHPP	BHP Copper/Pinto
Cobre de Mexico SA	CDM	CDM
Cobre de Mexico SA	<u>CDM</u>	<u>CDM</u>
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>AE</u>	<u>AE</u>
Codelco-Chile - Corporacion Nacional del Cobre de Chile	CCC	CCC
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>ASXW</u>	AE SX-EW
Codelco-Chile - Corporacion Nacional del Cobre de Chile	CCCP	CCC-P
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>CSBL</u>	cCc SBL
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>CHUI</u>	CHUQUI-P
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>NAMI</u>	<u>ENM</u>
Codelco-Chile - Corporacion Nacional del Cobre de Chile	<u>RT</u>	<u>RT</u>
Compania Minera Cerro Colorado Ltda	<b>CMCC</b>	<u>CMCC</u>
Compania Minera Dona Ines de Collahuasi SCM	COLL	COLL
Compania Minera La Parrena S.A. de C.V	<u>PEN</u>	<u>Penoles</u>
Compania Minera Xstrata Lomas Bayas	<u>MFLB</u>	<u>LBF</u>
Compania Minera Quebrada Blanca S.A.	<u>QB</u>	<u>QB</u>
Compania Minera Zaldivar	ZALD	ZALDIVAR
Dowa Mining Co. Ltd.	<u>DOWA</u>	<u>DOWA</u>
INCO Limited	<u>ORCO</u>	ORC*
Kennecott Utah Copper Corporation	<u>KUCU</u>	<u>KUC</u>
LG-Nikko Copper Inc.	<u>ONSN</u>	ONSAN*
Metallo-Chimique International N.V.	<u>SME</u>	SME*
Minera El Tesoro	MELT	<u>MET</u>
Minera Escondida Limitada	<u>ESOX</u>	<u>ESOX</u>
Minera Spence S.A.	<u>SPEN</u>	<u>SPENCE</u>
Mitsubishi Materials Corporation	MTSB	<u>MITSUBISHI</u>
Mitsui Mining & Smelting Co. Ltd.	<u>MITS</u>	<u>MITSUI</u>
Nippon Mining & Metals Co., Ltd.	<u>HM</u>	<u>HM</u>
Nippon Mining & Metals Co., Ltd.	<u>SR</u>	<u>SR</u>
Onahama Smelting & Refining Co. Ltd.	<u>OSR</u>	<u>OSR</u>
Pan Pacific Copper Company Ltd.	<u>TAMA</u>	<u>TAMANO</u>
Phelps Dodge Refining Corp.	<u>PD</u>	<u>P*D</u>
Freeport-McMoRan Chino Mines Company	<u>PDSR</u>	Santa Rita
Freeport-McMoRan Morenci Inc.	<u>PDMI</u>	<u>PDMI</u>
Freeport-McMoRan Morenci Inc.	<u>PDSS</u>	<u>PDSS</u>

**Producer** Code **Brand Marks** Freeport-McMoRan Morenci Inc. PDGO PD\*GO BCCC BCCC ("Burro Chief") Freeport McMoRan Tyrone Inc. Freeport McMoRan Bagdad Inc. CBCC **CBCC** Freeport-McMoRan Sierrita Inc. TWIN CTB Philippine Associated Smelting & Refining Corp. **PSAR PASAR** Sociedad Contractual Minera El Abra **ABRA ABRA** Sociedad Minera Cerro Verde SA **SMCV SMCV** Southern Peru Copper Corp. SPCC SPCC-ILO Southern Peru Copper Corp. / Southern Peru Copper Ltd. SPLX SPCC-SXEW Sumitomo Metal Mining Co. Ltd. **SUMI SUMIKO** WPCR White Pine Copper White Pine Copper Refinery, Inc. **Xstrata Canada Corporation** NORA **NORANDA Xstrata Canada Corporation** FKA FKA <u>TINT</u> Xstrata Tintaya S.A. **TINTAYA** Zambia Consolidated Copper Mines / Mufulira Copper Refining **MCM MCM** Zambia Consolidated Copper Mines / Nkana Copper Refinery **REC REC** 

\*No longer produced

# **Copper – Licensed Warehouses**

FACILITY	CODE	WAREHOUSE COMPANY
<u>Arizona</u>		
Arizona Commodity Storage , Inc. 601 East 24th Street Tucson, AZ 85713 Orders: +1 435 649 3333 Arizona Commodity Storage , Inc.	<u>5502</u>	Arizona Commodity Storage , Inc. 4921 Last Stand Drive Park City, UT 84098-6634
2004 S. Euclid Avenue Tucson, AZ 85713 Orders: +1 435 649 3333	5508	<u>USA</u>
Southwest Commodity Warehouses, Inc. 4619 North Highway Drive Tucson, AZ 85705 Orders: +1 520 882 0875	<u>5902</u>	Southwest Commodity Warehouses, Inc. P.O. Box 78450 Tucson, AZ 85703-8450
Southwest Commodity Warehouses, Inc. 1702 S. Euclid Tucson, AZ 85713	<u>5904</u>	<u>USA</u>
Tuscon Port Authority 6908 Century Park Drive Tucson, AZ 85756 Orders: +1 520 574 1320 USA	<u>5905</u>	Tuscon Port Authority, LLC 6964 E. Century Park Drive Tuscon, AZ 85756 USA
<u>Louisiana</u>		
Henry Bath LLC 640 River Road, Westwego New Orleans, LA 70121 Orders: +1 410 633 7055	2500	Henry Bath LLC 640 River Road, Westwego New Orleans, LA 70121 USA
<u>Maryland</u>		
C. Steinweg (Baltimore), Inc. 1201 Wallace Street, Shed #7 Baltimore, MD 21230 Orders: +1 410 752 8254	<u>3502</u>	C. Steinweg (Baltimore), Inc. 1201 Wallace Street Baltimore, Maryland 21230 USA
<u>Ohio</u>		
MetalStore LLC 3332 St. Lawrence Drive Toledo, OH 43605 Orders: +1 419 698 3441	<u>8101</u>	MetalStore LLC 3332 St. Lawrence Drive Toledo, Ohio 43605 USA
<u>Texas</u>		
Dalby Moving & Storage Co., Inc. North Grand Avenue Amarillo, TX 79107 Orders: +1 520 882 0875	<u>5606</u>	Dalby Moving & Storage Co., Inc. 1702 South Euclid Avenue Tucson, Arizona 85713 USA
Stagecoach Cartage and Distribution, LP 5850 Welch Avenue #1 El Paso, TX 79905 Orders: +1 915 772 2758	<u>5804</u>	Stagecoach Cartage and Distribution, LP P.O. Box 9248 EI Paso, TX 79983
Stagecoach Cartage and Distribution, LP 5850 Welch Avenue #2 El Paso, TX 79905	<u>5806</u>	<u>USA</u>

<u>FACILITY</u>	CODE	WAREHOUSE COMPANY
Orders: +1 915 772 2758		
<u>Utah</u>		
Utah Commodity Storage, Inc. 1730 West I Avenue, Building 661 Tooele, UT 84074 Orders: +1 435 649 3333	5708	Utah Commodity Storage, Inc. 4921 Last Stand Drive
Utah Commodity Storage, Inc. 210 North Loadstone Way, Building 670 Tooele, UT 84074 Orders: +1 435 649 3333	<u>5710</u>	Park City, Utah 84098-6634 USA

# **Copper – Licensed Weighmasters**

Weighmasters	
Alex Stewart (Assayers) Inc. Weighmasters phone: +1 732 827 0656 fax: +1 732 827 0567	472 Westfield Avenue Clark, NJ 07066 USA
C. Steinweg (Baltimore), Inc. Weighmasters phone: +1 410 752 8254	1201 Wallace Street Baltimore, MD 21230 USA
ERSA Global Weighmasters phone: +1 210 826 3302 fax: +1 210 826 4050	3187 S. Dallas Court Denver, CO 80210 USA
Inspection Services, Inc. Weighmasters phone: +1 801 968 9072 fax: +1 801 205 9077	6386 W. Terrace Ridge Drive West Valley City, UT 84128 USA
Inspectorate America Corporation Weighmasters phone: +1 713 948 5109 fax: +1 713 941 5542	12000 Aerospace Avenue – Suite 200 Houston, TX 77034 USA
J.W. Wisner Inc. Weighmasters phone: +1 520 296 3666	7670 East Broadway, Suite 105 Tucson, AZ 85710 USA
<u>Ledoux &amp; Company Weighmasters</u> <u>phone: +1 201 837 7160</u> <u>fax: +1 201 837 1235</u>	359 Alfred Avenue Teaneck, NJ 07666 USA
MetalStore LLC Weighmasters phone: +1 419 698 3441	3332 St. Lawrence Drive Toledo, OH 43605 USA
R. Markey & Sons, Inc. Weighmasters phone: +1 212 482 8600	5 Hanover Square, 12th Floor New York, NY 10004 USA
SGS North America Inc. Mineral Services Division Weighmasters phone: +1 630 426 0147	1919 S. Highland Avenue, Suite 140-D Lombard, IL 60148 USA
Southwest Commodity Warehouses, Inc. Weighmasters phone: +1 520 882 0875	4619 North Highway Drive Tucson, AZ 85705 USA
Tuscon Port Authority, LLC phone: +1 520 574 1320	6908 E. Century Park Drive Tucson, AZ 85756 USA
PORT CARGO SERVICES, LLC phone: +1 504 891 9494	5200 Coffee Drive New Orleans, LA 70115 USA

## **Copper – Approved Assayers**

#### **Company**

## Canada, Ontario

SGS Lakefield Research Limited

185 Concession

Lakefield, Ontario K0L 2H0

Canada

phone: +1 705 652 2000

#### **UK, Merseyside**

Alfred H. Knight, International Ltd.

Eccleston Grange, Prescot Rd.

St. Helens, Merseyside, WA10 3BQ

UK

phone: +44 17 4473 3757

## **USA, New Jersey**

Alex Stewart (Assayers) Inc.

314 Rte. 22 West, Suite C

Green Brook, NJ 08812

USA

phone: +1 732 529 4408

fax: +1 732 827 0567

**Ledoux & Company** 

359 Alfred Avenue

Teaneck, New Jersey 07666

USA

phone: +1 201 837 7160

fax: +1 201 837 1235

## **USA, South Carolina**

Alfred H. Knight North America Ltd.

P.O. Box 3504, 130 Tradd Street

Spartanburg, South Carolina 29304

USA

phone: +1 864 595 1903

fax: +1 864 595 1627

# NYMEX RBOB GASOLINE REGISTERED DELIVERY SITES

Facility Code	Name of Facility
<u>E77</u>	BP - CARTERET
<u>E78</u>	PHILLIPS 66 - TREMLEY POINT
<u>E79</u>	INTERNATIONAL MATEX TANK TERMINAL (IMTT) - BAYONNE
<u>E82</u>	<u>CITGO - LINDEN</u>
<u>E83</u>	MOTIVA ENTERPRISES LLC - NEWARK
<u>E85</u>	KINDER MORGAN - CARTERET
<u>E86</u>	HESS - PORT READING REFINERY/SECOND RESERVE
<u>E89</u>	MOTIVA ENTERPRISES LLC - SEWAREN
<u>E91</u>	ST TERMINAL - LINDEN
<u>E94</u>	KINDER MORGAN - PERTH AMBOY
<u>E95</u>	KINDER MORGAN - STATEN ISLAND
<u>E96</u>	HESS FIRST RESERVE - PERTH AMBOY
<u>E97</u>	PHILLIPS 66 - BAY WAY
<u>E99</u>	CENTER POINT TERMINAL NEWARK, LLC

# NYMEX NY HARBOR ULSD REGISTERED DELIVERY SITES

Facility Code	Name of Facility
<u>E77</u>	BP - CARTERET
<u>E78</u>	PHILLIPS 66 - TREMLEY POINT
<u>E79</u>	INTERNATIONAL MATEX TANK TERMINAL (IMTT) - BAYONNE
<u>E80</u>	BUCKEYE PERTH AMBOY TERMINAL LLC
<u>E81</u>	HESS – BRONX
<u>E82</u>	<u>CITGO - LINDEN</u>
<u>E83</u>	MOTIVA ENTERPRISES LLC - NEWARK
<u>E84</u>	FEDERAL TERMINAL - ELIZABETH
<u>E85</u>	KINDER MORGAN - CARTERET
<u>E86</u>	HESS - PORT READING REFINERY/SECOND RESERVE
<u>E87</u>	HESS - BROOKLYN
<u>E88</u>	CASTLE PORT MORRIS TERMINAL
<u>E91</u>	ST TERMINAL - LINDEN
<u>E92</u>	HESS - BAYONNE
<u>E93</u>	BP - PORT NEWARK
<u>E94</u>	KINDER MORGAN - PERTH AMBOY
<u>E95</u>	KINDER MORGAN - STATEN ISLAND
<u>E96</u>	HESS FIRST RESERVE - PERTH AMBOY
<u>E97</u>	PHILLIPS 66 - BAY WAY
<u>E99</u>	CENTER POINT TERMINAL NEWARK, LLC