

June 20, 2013

**VIA E-MAIL**

Ms. Melissa Jurgens  
Office of the Secretariat  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, N.W.  
Washington, DC 20581

**RE: Regulation 40.6(a) Rule Certification. New York Mercantile Exchange, Inc. and Commodity Exchange, Inc.  
Submission # 13-255: Deletion of Rule 994, Revisions to NYMEX and COMEX Chapters 7A and 7B and Revisions to Two (2) NYMEX and Four (4) COMEX Physically-Delivered Metals Product Chapters**

Dear Ms. Jurgens:

New York Mercantile Exchange, Inc. ("NYMEX") and Commodity Exchange, Inc. ("COMEX") (collectively, the "Exchanges") are notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") that they are self-certifying revisions to NYMEX and COMEX Chapters 7A ("Metals Rules for Electronic Warrants") and 7B ("Delivery Facilities and Procedures") and the following six (6) physically-delivered Metals futures product chapters:

- Chapter 105 ("Platinum Futures")
- Chapter 106 ("Palladium Futures")
- Chapter 111 ("Copper Futures")
- Chapter 112 ("Silver Futures")
- Chapter 113 ("Gold Futures")
- Chapter 120 ("E-micro Gold Futures")

Additionally, as a result of the adoption of Rule 718 ("Customer Substitution in the Event of Clearing Member Bankruptcy") in Chapter 7, we are deleting Rule 994 from Chapter 9 which contains the exact same text as new Rule 718.

The revisions will become effective on July 8, 2013, and are being adopted to ensure the Exchanges' rules remain in compliance with CFTC Core Principle 7 ("Availability of General Information") which requires that DCMs make available to the public accurate information concerning the contract market's rules and regulations, contracts and operations. In connection with CFTC Core Principle 7, the Exchanges launched a Rulebook Harmonization Project with the goal of eliminating old, erroneous and obsolete language, ensuring the accuracy of all listed numerical values (e.g., trading units, tick sizes, etc.) and harmonizing the language and structure of the NYMEX and COMEX product chapters with the product chapters of Chicago Mercantile Exchange Inc. ("CME") and Board of Trade of the City of Chicago, Inc. ("CBOT") to the best extent possible. This exercise was already completed for the CBOT product chapters in 2008, in connection with the CME/CBOT merger, and a similar review was recently completed for the CME product chapters. Revisions to additional NYMEX and COMEX product chapters will be forthcoming later this year.

In addition to the changes to the product chapters, NYMEX and COMEX are adopting revisions to Chapters 7A and 7B and conflating them into single Chapter 7, titled Delivery Facilities and Procedures. As a result of the revisions, Chapters 7A and 7B will cease to exist concurrent with the revisions becoming effective on July 8, 2013.

## Revisions to Physically-Delivered Metals Product Chapters

While the majority of the revisions are stylistic in nature, the substantive revisions include the following changes:

- Clarification and, in certain instances, corrections in references to clearing member and position holder;
- Insertion of references to position limits and accountability levels;
- Removal of certain references to warrants, brands, delivery procedures and storage which overlap with the newly redesigned NYMEX and COMEX Chapter 7; and
- Addition of an EFRP transaction period, for liquidation purposes only, through 12:00 p.m. on the business day following termination of trading in the expired futures contract.

## Adoption of New Chapter 7 and Deletion of Chapters 7A and 7B

NYMEX and COMEX will adopt new Chapter 7, revising and replacing the rules currently set forth in Chapters 7A and 7B. A summary of the most significant changes include the following:

- Incorporation of certain governing metals delivery terms and conditions which were previously contained in the metals delivery point agreements that were executed between the metals delivery facilities and the Exchanges, including the requirement that a facility approved for regularity consent to the disciplinary jurisdiction of the Exchange during the approval period;
- Requiring that a facility approved for regularity consent to the disciplinary jurisdiction of the Exchange for five (5) years after such approval lapses with respect to any conduct which occurred during the approval period;
- Where applicable, the removal of references to metals paper warrants and the replacement of the references to electronic warrants;
- Elimination of unnecessary metals-related definitions;
- Removal of obsolete references to required metals documentation;
- Removal of references to product terms and conditions from Chapter 7 and the insertion of the references into the specific metals product chapters;
- The addition of NY Harbor ULSD and RBOB delivery facilities obligations;
- The adoption of unintentionally omitted clauses relating to the “failure to accept delivery or remit full payment,” “customer substitution in the event of clearing member bankruptcy” and “delivery procedures in other commodities” such that these rules are harmonized with existing language in CME and CBOT Chapter 7; and
- The addition of the lists of all Exchange-approved depositories, warehouses, weighmasters, assayers, carriers, metals brands and ULSD and RBOB delivery facilities in the Special Interpretations & Notices section of Chapter 7.

The Market Regulation Department and the Legal Department collectively reviewed the DCM Core Principles as set forth in the Commodity Exchange Act (“Act”). During the review, the Exchanges have identified that the changes described above may have some bearing on the following Core Principles:

Compliance with Rules: The changes resulted from a comprehensive review of the existing product chapters and Chapters 7A and 7B, with the goal that the product chapters and new Chapter 7 be completely accurate and, to the greatest extent possible, harmonized across products and CME Group Inc. subsidiary exchanges as a result of the revisions. Product terms and conditions were reviewed to ensure accuracy and obsolete and inaccurate information was modified or removed.

Availability of General Information: The revised product chapters are part of a larger Core Principle 7 project undertaken to ensure that the product chapters are accurate and remain in compliance with Core Principle 7. Notice regarding the revised product chapters will be disseminated to the marketplace via the issuance of a Special Executive Report and will highlight any changes deemed material.

The Exchanges certify that the revisions comply with Act and regulations thereunder. The revisions are shown in Exhibits A through G, with additions underscored and deletions overstruck. There were no opposing views to the revisions.

The Exchanges certify that this submission has been concurrently posted on the CME Group website at <http://www.cmegroup.com/market-regulation/rule-filings.html>.

If you have any questions regarding this submission, please contact Robert Sniegowski, Market Regulation, at 312.341.5991 or via email at [Robert.Sniegowski@cmegroup.com](mailto:Robert.Sniegowski@cmegroup.com). Alternatively, you may contact me at 212.299.2200 or via email at [Christopher.Bowen@cmegroup.com](mailto:Christopher.Bowen@cmegroup.com). Please reference NYMEX/COMEX Submission No. 13-255 in any related correspondence.

Sincerely,

/s/ Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments: Exhibit A – Deletion of Rule 994 and Adoption of Chapter 7 (as a result of revisions to Chapters 7A and 7B)  
Exhibit B – Revisions to Chapter 105  
Exhibit C – Revisions to Chapter 106  
Exhibit D – Revisions to Chapter 111  
Exhibit E – Revisions to Chapter 112  
Exhibit F – Revisions to Chapter 113  
Exhibit G – Revisions to Chapter 120

## 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:~~

- ~~1. trading has ceased on the date of the entry of the "order for relief;"~~
- ~~2. 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.~~

#### 7B01. 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, regular facilities and metals' Service Providers ~~as defined in Rule 7A01.~~ 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.

#### 7B02. 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.~~
- ~~(l) "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.~~
- ~~(o) "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

1. ~~(b)~~-"Approved Assayer" shall mean, with respect to a particular metalCommodity, an assayer approved by the Exchange for the verification of the metallurgical assay of such metalCommodity, as set forth in the rules for the applicable metal futures contract Commodity Futures Contract contained in the Exchange Rulebook-Book.
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.
  - ~~(i)~~ Copper, a Person approved by the Exchange, whose function is to refine copperCopper into an Approved Brand;
  - ~~(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.
5. ~~(p)~~-"Eligible" shall mean, with respect to any metalCommodity, that such metal Commodity is acceptable for delivery against the applicable metal futures contract for which a Warrant has not been issuedCommodity Contract.
- 5.6. ~~(s)~~-"Licensed Depository" shall mean a facility approved and licensed by the Exchange for the secure storage of Registered and Eligible gold, silver, palladiumGold, Silver, Palladium and/or platinumPlatinum. A Licensed Depository for gold must also qualify and be designated a Licensed Weighmaster for gold.
- 6.7. ~~(t)~~-"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 copperCopper.
- 8.9. ~~(v)~~-"Licensed Weighmaster" shall mean a weighmaster licensed by the Exchange, whose function is to verify the weight of copper, goldCopper,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 metalCommodity, stored in the Licensed Facility referenced thereon, meets the specifications of the applicable metal futures contractCommodity 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 ApprovalDesignation 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 contract Futures 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, a All 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 guarantees, 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.
3. 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 ~~cause~~ 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 S. tates~~ Department of Justice.

f. (f) Financial Statements. On an annual basis, Licensed Facility shall provide the Exchange with c ~~opies 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 Commodity 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. ~~(H) 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.(G) 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:

1. giving exceptional inducements or imposing unreasonable charges for depositing, storage or removal of metal into or out of the Licensed Facility; or
2. 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.~~

### **704A03.**

#### **STORAGE OF METALS**~~COMMODITIES~~

##### **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) Copper.~~ Upon the arrival at a Licensed ~~Facility Warehouse~~ for ~~copperCopper~~metal(s), Approved Brands of ~~metal(s)copperCopper~~ 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.

~~(C) Silver, Gold, Platinum and Palladium.~~ Promptly upon the arrival of any ~~silver, gold, platinumSilver, Gold, Platinum or palladiumPalladium~~ at the Licensed Depository, such metal shall be placed in secure storage.

##### **704.(B.D.) 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.(C.E.) Storage Limitations-**

In the event a Licensed Facility becomes unable to accept for delivery any ~~metalCommodity~~, 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 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 Wwarrants for Exchange delivery. 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 member ~~clearing an 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 rRule 7A.04, and shall be supported by such paper or other tangible documents as specified in this rRule 7A.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 rRule 7A.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 contract unit. Each contract unit shall be delivered from a single Licensed Facility. ~~Contract Unit.~~ A Warrant issued for copper ~~Copper~~ shall be from one Approved Brand. A Warrant may be issued for gold, silver, platinum ~~Gold, Silver, Platinum~~ or palladium ~~Palladium~~ that co-mingles Approved Brands, provided such co-mingled Approved Brands are stored within the same Licensed Facility.
5. ~~(6)~~ A Warrant shall be of unlimited duration and remain valid until cancelled by the Licensed Facility that issued it.
6. ~~(7A)~~ 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 clearing ~~Exchange Clearing Member~~ member to such Licensed Facility in accordance with these Rules.

~~(1)~~ Upon request ~~demand~~ 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 ~~system~~ with delivery instructions ("the

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

~~(D.) Documents Required for Specific Metal Commodity. A~~ With 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 copperCopper meets the specifications for delivery in fulfillment of a copper futures contractCopper Futures Contract, as set forth in the copper futures contractCopperFutures Contract contained in Chapter 111 of the Exchange Rule Book. Upon request from the Licensed Warehouse, the memberSeller 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 certificateCertificate if required pursuant to and as stated in the gold futures contractGold FuturesContract contained in Chapter 113 of the Exchange Rule Book.~~

~~(3) Silver:~~

~~(a) Weight Certificate issued by Licensed Weighmaster, if required pursuant to the silver futures contractSilver Futures Contract contained in Chapter 112117A of the Exchange Rule Book.~~

~~(4) Palladium:~~

~~(a) Assay certificateCertificate, if required pursuant to the palladium futures contractPalladium Futures Contract contained in Chapter 106100 of the Exchange Rule Book.~~

~~(5) Platinum:~~

~~(a) Assay certificateCertificate, if required pursuant to the platinum futures contractPlatinum Futures Contract contained in Chapter 10590 of the Exchange Rule Book.~~

#### ~~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 of 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 short clearing memberSeller may only commence the Uniform dDelivery pProcedures as detailed below with respect to a Warrant that has been entered-registered into the electronic delivery systemSystem and for which the memberSeller is designated thereon as the clearingExchange Clearing Member. The Uniform dDelivery pProcedures for each Commodity metals areis as follows:

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

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

2. ~~(2)~~ Except as otherwise provided in the ~~r~~Rules for each ~~metal~~Commodity, 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 member~~Seller. 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 Intention 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 member~~Buyer and the ~~short clearing member~~Seller. ~~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 member~~Buyer and the ~~short clearing member~~Seller ~~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 ~~provided given~~ to the Clearing House shall be the basis for delivery. In the event the Notice of Intention to Deliver is ~~given provided~~ 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 member~~Buyer~~ 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 not 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 the clearing firm's settlement account. Long clearing members~~Buyers~~ obligated to accept delivery must take delivery and make ~~d~~Delivery ~~p~~Payment and short clearing members~~sellers~~ 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 ~~d~~Delivery ~~p~~Payment 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 Rules~~rules~~, policies and procedures.

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

All ~~Commodities- metals~~ must be delivered to the long clearing member~~Buyer~~ with handling and storage charges paid up to and including the day of delivery, and the long clearing members~~Buyer~~ may require the short clearing member~~Seller~~ to furnish satisfactory proof of payment thereof. Any storage charges prepaid by the short clearing member~~Seller~~ for a period extending beyond the Delivery Day (but not in excess of 30 days) shall be refunded by the long clearing member~~Buyer~~ to the short clearing member~~Seller~~ 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 member~~seller~~ shall be entitled to charge the long clearing member~~buyer~~ for one-half of such "in and out labor" charges; in other words, the long clearing member~~buyer~~ will have to assume the "out labor" charges.

### **7A07.**

#### **OBLIGATIONS IN DELIVERY AND DISPUTE RESOLUTION**

- ~~(A)~~ By the tender of a Warrant for a Commodity-metal duly endorsed for delivery in fulfillment of a Commodity-metal futures contract~~Futures Contract~~, the Service Provider member~~Seller~~ 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 rule~~Futures Contract Rule~~ ("Delivery Warranty"). Such Delivery W~~warranty~~ shall remain in effect through successive endorsements of the Warrant for delivery on Commodity-metal futures contracts~~Futures Contracts~~. The Delivery W~~warranty~~ 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.
- ~~(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 member~~Seller~~ of the metal.commodity, 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 member~~Seller~~ 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 pParty thus satisfying the claim will have a similar option to claim recovery directly from the original short clearing member~~Seller~~ of the Warrant or from the pParty'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 Rules~~rules~~ of the Exchange.

3. ~~(C)~~ The liability of a short clearing member~~Seller~~ of a Warrant as provided herein shall not be deemed to limit the rights of such short clearing member~~Seller~~ against any person or party for whose account the short clearing member~~Seller~~ acted in making delivery on an Exchange Commodity metal futures contract, or any Licensed Facility that warranted the metal for delivery of said metal futures contract. If it shall be determined in such arbitration proceeding that any short clearing member~~Seller~~ of a Warrant or the person or party for whom such short clearing member~~Seller~~ acted was aware of the breach of the Delivery W~~warranty~~ or was involved in a plan or arrangement with the original short clearing member~~Seller~~ (or his customer) to place such 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 upon Exchange Commodity of metal futures contracts, such short clearing members~~Sellers~~ shall not be entitled to recover from any prior short clearing member~~Seller~~ for the breach of a Delivery W~~warranty~~.
4. 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 an 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:

1. 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.
3. 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.
6. 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]**

#### **714. 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 House~~ tender 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:

1. trading has ceased on the date of the entry of the "order for relief;"
2. 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 outrade 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 outrade must exercise the utmost diligence to resolve the error or outrade.

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**

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

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

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

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

## Gold – Licensed Depositories and Weighmasters

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### Depositories & Weighmasters

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Brink's, Inc.

phone: +1 718 949 2186

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HSBC Bank USA

phone: +1 212 525 6439

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JP Morgan Chase Bank NA

phone: +1 212 552 2085

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Manfra, Tordella & Brookes, Inc.

phone: +1 212 981 4516

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ScotiaMocatta Depository, A Division of the Bank of Nova Scotia

phone: +1 212 225 6330

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### Weighmasters

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Ledoux & Company Weighmasters

phone: +1 201 837 7160

fax: +1 201 837 1235

359 Alfred Avenue

Teaneck, NJ 07666

USA

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## **Gold – Approved Assayers**

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### **Company**

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#### **Canada, Ontario**

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[SGS Lakefield Research Limited](#)  
[185 Concession](#)  
[Lakefield, Ontario K0L 2H0](#)  
[Canada](#)  
[phone: +1 705 652 2000](#)

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

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[ALS Inspection UK Ltd.](#)  
[Caddick Road, Knowsley Business Park](#)  
[Knowsley, Prescot L34 9HP](#)  
[United Kingdom](#)  
[phone: +44 15 1548 7777](#)

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#### **United Kingdom, Merseyside**

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[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](#)

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#### **USA, New Jersey**

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[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](#)

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[Ledoux & Company](#)  
[359 Alfred Avenue](#)  
[Teaneck, New Jersey 07666](#)  
[USA](#)  
[phone: +1 201 837 7160](#)  
[fax: +1 201 837 1235](#)

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#### **USA, South Carolina**

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[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](#)

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## **Gold – Approved Carriers**

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### **Company**

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#### **USA, California**

Garda CL Atlantic, Inc.  
3280 E. Foothill Blvd., Ste. 290  
Pasadena, California 91107  
USA  
phone: +1 626 564 4284

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#### **USA, Florida**

TransValue, Inc.  
7421 N.W. 7 Street  
Miami, FL 33126  
USA  
phone: +1 305 592 0997

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#### **USA, Maryland**

Dunbar Armored, Inc.  
50 Schilling Road  
Hunt Valley, Maryland 21031  
USA  
phone: +1 800 888 2129

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#### **USA, New Jersey**

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

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

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

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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

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

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Malca-Amit Armored, Inc.  
153-66 Rockaway Boulevard  
Jamaica, NY 11434  
USA  
phone: +1 212 840 8330

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VIA MAT International (USA) Inc.  
130 Sheridan Boulevard  
Inwood, New York 11096  
USA  
phone: +1 718 868 1500

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## **Silver – Approved Brands**

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

<u>Producer</u>	<u>Refined At</u>	<u>Code</u>	<u>Brand Marks</u>
			<u>diamond surrounded by JOHNSON MATTHEY CANADA</u>
<u>Johnson Matthey Limited</u>	<u>Brampton, Ontario</u>	<u>JMJM</u>	<u>* JOHNSON MATTHEY-JM (with crossed hammers and assay stamp: JM LTD.-CANADA-ASSAY OFFICE)</u>
<u>Johnson Matthey Limited</u>	<u>Brampton, Ontario</u>	<u>JMCA</u>	<u>* JM (with crossed hammers)</u>
<u>Johnson Matthey Limited</u>	<u>Brampton, Ontario</u>	<u>JMMC</u>	<u>* J.M. &amp; M. Ltd.</u>
<u>Johnson Matthey Refining, Inc.</u>	<u>Salt Lake City, UT</u>	<u>JMRI</u>	<u>JOHNSON MATTHEY-JM (with crossed hammers and assay stamp:J.M.R.I.-U.S.A.-ASSAY OFFICE)</u>
<u>Kam-Kotia Mines, Ltd.</u>	<u>Cobalt, Ontario</u>	<u>CRKO</u>	<u>* CRK</u>
<u>Kennecott Corporation</u>	<u>Magna, UT</u>	<u>KUEU</u>	<u>* KUE</u>
<u>KGHM Polska Miedz S.A.</u>	<u>Glogow, Poland</u>	<u>KGHM</u>	<u>KGHM HG</u>
<u>Met-Mex Penoles, SA de CV</u>	<u>Monterrey, Mexico</u>	<u>MPSA</u>	<u>* METALURGICA MEXICANA PENOLES S.A.</u>
<u>Met-Mex Penoles, SA de CV</u>	<u>Torreon, Mexico</u>	<u>POPM</u>	<u>PRODUCT OF PENOLES MEXICO</u>
<u>Metalli Preziosi S.p.A.</u>	<u>Milan, Italy</u>	<u>MPSP</u>	<u>*METALLI PREZIOSI S.p.A. MILANO (with MP)</u>
<u>Metalor Precieux SA Metalor</u>	<u>Neuchatel, Switzerland</u>	<u>MPOR</u>	<u>METAUX PRECIEUX SA METALOR (in a circle with letters MP in center)</u>
<u>Metalor Technologies USA Corp.</u>	<u>N. Attleboro, MA</u>	<u>MUST</u>	<u>METALOR® (with "MUS" assay mark)</u>
<u>Metalor Technologies USA Corp.</u>	<u>N. Attleboro, MA</u>	<u>META</u>	<u>* METAUX PRECIEUX SA METALOR (in a circle with letters MUS in center)</u>
<u>Mitsubishi Materials Corporation</u>	<u>Kagawa, Japan</u>	<u>DIAM</u>	<u>Three diamonds forming a triangle</u>
<u>No. 1 Mining Corporation</u>	<u>Namtu, Burma</u>	<u>BRMA</u>	<u>*BURMA MINES</u>
<u>Xstrata Canada Corporation</u>	<u>Montreal East, Quebec</u>	<u>CCRL</u>	<u>CCR CANADA</u>
<u>Norddeutsche Affinerie A.G.</u>	<u>Hamburg, W. Germany</u>	<u>NAHA</u>	<u>NORDDEUTSCHE AFFINERIE HAMBURG</u>
<u>Ohio Precious Metals, LLC OPM</u>	<u>Jackson, OH</u>	<u>OPM</u>	<u>OPM</u>
<u>PAMP S.A.</u>	<u>Castel San Pietro, Switzerland</u>	<u>PAMP</u>	<u>PAMP</u>
<u>PGP Industries, Inc.</u>	<u>Duncan, SC</u>	<u>PGPI</u>	<u>* PGP</u>
<u>Rand Refinery Limited</u>	<u>Germiston, Transvaal</u>	<u>RRSA</u>	<u>RAND REFINERY LTD. (with RR Ltd. on underside)</u>
<u>Rudarsko Metalursko Hemijski Kombinat, Trepc</u>	<u>Zvecan, Yugoslavia</u>	<u>TREP</u>	<u>*TREP</u>
<u>Sabin Metal Corporation</u>	<u>Scottsville, NY</u>	<u>SABN</u>	<u>SMC</u>
<u>Sheffield Smelting Co., Ltd.</u>	<u>Sheffield, England</u>	<u>SSCL</u>	<u>* THE SHEFFIELD SMELTING CO. LTD.</u>
<u>The Anaconda Company</u>	<u>Perth Amboy, NJ</u>	<u>UMCO</u>	<u>* UMS CO.</u>
<u>The Bunker Hill Company</u>	<u>Kellogg, ID</u>	<u>HILL</u>	<u>* BUNKER HILL</u>

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

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

## Silver – Licensed Depositories and Weighmasters

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### 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

---

CNT Depository, Inc.

phone: +1 508 697 9600

---

### 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

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## **Silver – Approved Assayers**

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### **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](#)

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#### **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](#)

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#### **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](#)

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[Ledoux & Company](#)  
[359 Alfred Avenue](#)  
[Teaneck, New Jersey 07666](#)  
[USA](#)  
[phone: +1 201 837 7160](#)  
[fax: +1 201 837 1235](#)

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#### **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](#)

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## Platinum – Approved Brands

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

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

(1) 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 (#).

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## Platinum – Licensed Depositories

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### Depository

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#### 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

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## **Platinum – Approved Assayers**

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### **Company**

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#### **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](#)

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#### **Germany**

\* [Umicore AG & Co. KG](#)  
[Rodenbacher Chaussee 4](#)  
[Hanau-WolfgangD-63457](#)  
[Germany](#)  
[phone: +49 61 8159 4610](#)

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#### **Japan, Tokyo**

\* [Tanaka Kikinzoku Kogyo K.K.](#)  
[6-6 Nihonbashi Kayabacho 2 Chome](#)  
[Chuo-Ku, Tokyo 103](#)  
[Japan](#)  
[phone: +81 03 366 8011](#)

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#### **Switzerland**

\* [Metaux Precieux SA Metalor](#)  
[Avenue du Vignoble](#)  
[NeuchatelCH-2009](#)  
[Switzerland](#)  
[phone: +41 32 720 6111](#)  
[fax: +41 32 720 6601](#)  
[other: Web site](#)

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\* [Valcambi SA](#)  
[Via Passeggiata](#)  
[BalernaCH-6828](#)  
[Switzerland](#)  
[phone: +41 91 695 5311](#)  
[other: Web site](#)

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

\* [Johnson Matthey PLC](#)  
[40-42 Hatton Garden](#)  
[London, London EC1N 8EE](#)  
[United Kingdom](#)  
[phone: +44 20 7269 8000](#)

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#### **United Kingdom, Prescott**

[ALS Inspection UK Ltd.](#)  
[Caddick Road, Knowsley Business Park](#)  
[Knowsley, Prescott L34 9HP](#)  
[United Kingdom](#)

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#### **USA, California**

[Heraeus Metal Processing Inc.](#)  
[134 Alondra Blvd](#)  
[Sante Fe Springs, CA 90670](#)  
[USA](#)

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[phone: +1 562 483 1802](tel:+15624831802)

---

[\\* PGP Industries, Inc.](#)  
[13429 Alondra Blvd.](#)  
[Santa Fe Springs, California 90670](#)  
[USA](#)  
[phone: +1 310 921 7464](tel:+13109217464)

---

**[USA, New Jersey](#)**

---

[\\* Engelhard Corporation](#)  
[101 Wood Avenue](#)  
[Iselin, New Jersey 08830](#)  
[USA](#)  
[phone: +1 732 205 5000](tel:+17322055000)

---

[Ledoux & Company](#)  
[359 Alfred Avenue](#)  
[Teaneck, New Jersey 07666](#)  
[USA](#)  
[phone: +1 201 837 7160](tel:+12018377160)  
[fax: +1 201 837 1235](tel:+12018371235)

---

**[USA, New York](#)**

---

[\\* Sabin Metal Corporation](#)  
[300 Pantigo Place](#)  
[East Hampton, New York 11937](#)  
[USA](#)  
[phone: +1 631 329 1717](tel:+16313291717)

---

**[USA, Pennsylvania](#)**

---

[\\* Johnson Matthey Inc.](#)  
[1401 King Rd.](#)  
[West Chester, Pennsylvania 19380](#)  
[USA](#)  
[phone: +1 610 971 3000](tel:+16109713000)

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[\\* Official List of Approved Assayers and Assayer/Refiners](#)

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## **Platinum – Approved Carriers**

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### **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.

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[130 Sheridan Boulevard](#)  
[Inwood, New York 11096](#)  
[USA](#)  
[phone: +1 718 868 1500](#)

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## Palladium – Approved Brands

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

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

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[\(1\) 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 \(#\).](#)

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## Palladium – Licensed Depositories

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### 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

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#### Massachusetts

---

CNT Depository, Inc.

phone: +1 508 697 9600

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## **Palladium – Approved Assayers**

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### **Company**

---

#### **France**

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\* [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

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#### **Germany**

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\* [Umicore AG & Co. KG](#)  
Rodenbacher Chaussee 4  
Hanau-WolfgangD-63457  
[Germany](#)  
phone: +49 61 815 9461

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#### **Japan, Tokyo**

---

\* [Tanaka Kikinzoku Kogyo K.K.](#)  
6-6 Nihonbashi Kayabacho 2 Chome  
Chuo-Ku, Tokyo 103  
[Japan](#)  
phone: +81 03 366 8011

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#### **Switzerland**

---

\* [Metaux Precieux SA Metalor](#)  
Avenue du Vignoble  
NeuchatelCH-2009  
[Switzerland](#)  
phone: +41 32 720 6111  
fax: +41 32 720 6601  
other: [Web site](#)

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\* [Valcambi SA](#)  
Via Passeggiata  
BalernaCH-6828  
[Switzerland](#)  
phone: +41 91 695 5311  
other: [Web site](#)

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

---

\* [Johnson Matthey PLC](#)  
40-42 Hatton Garden  
London, London EC1N 8EE  
[United Kingdom](#)  
phone: +44 20 7269 8000

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#### **United Kingdom, Prescott**

---

[ALS Inspection UK Ltd.](#)  
Caddick Road, Knowsley Business Park  
Knowsley, Prescott L34 9HP  
[United Kingdom](#)

---

#### **USA, California**

---

\* [PGP Industries, Inc.](#)  
13429 Alondra Blvd.  
Santa Fe Springs, California 90670

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[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](#)

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[\\* Official List of Approved Assayers and Assayer/Refiners](#)

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## **Palladium – Approved Carriers**

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### **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

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VIA MAT International (USA) Inc.

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[130 Sheridan Boulevard](#)  
[Inwood, New York 11096](#)  
[USA](#)  
[phone: +1 718 868 1500](#)

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## Copper – Approved Brands

### Producer

[ASARCO LLC](#)

[ASARCO LLC](#)

[Atlantic Copper SA](#)

[Aurubis AG](#)

[Aurubis AG](#)

[BHP Copper Inc.](#)

[Cobre de Mexico SA](#)

[Cobre de Mexico SA](#)

[Codelco-Chile - Corporacion Nacional del Cobre de Chile](#)

[Compania Minera Cerro Colorado Ltda](#)

[Compania Minera Dona Ines de Collahuasi SCM](#)

[Compania Minera La Parrena S.A. de C.V](#)

[Compania Minera Xstrata Lomas Bayas](#)

[Compania Minera Quebrada Blanca S.A.](#)

[Compania Minera Zaldivar](#)

[Dowa Mining Co. Ltd.](#)

[INCO Limited](#)

[Kennecott Utah Copper Corporation](#)

[LG-Nikko Copper Inc.](#)

[Metallo-Chimique International N.V.](#)

[Minera El Tesoro](#)

[Minera Escondida Limitada](#)

[Minera Spence S.A.](#)

[Mitsubishi Materials Corporation](#)

[Mitsui Mining & Smelting Co. Ltd.](#)

[Nippon Mining & Metals Co., Ltd.](#)

[Nippon Mining & Metals Co., Ltd.](#)

[Onahama Smelting & Refining Co. Ltd.](#)

[Pan Pacific Copper Company Ltd.](#)

[Phelps Dodge Refining Corp.](#)

[Freeport-McMoRan Chino Mines Company](#)

[Freeport-McMoRan Morenci Inc.](#)

[Freeport-McMoRan Morenci Inc.](#)

### Code

### Brand Marks

[ATR](#) [ATR](#)

[RAY](#) [ASARCO RAY GRADE 1](#)

[FMS](#) [FMS](#)

[HKAG](#) [HK](#)

[NAEN](#) [NA-ESN](#)

[BHPP](#) [BHP Copper/Pinto](#)

[CDM](#) [CDM](#)

[CDM](#) [CDM](#)

[AE](#) [AE](#)

[CCC](#) [CCC](#)

[ASXW](#) [AE SX-EW](#)

[CCCP](#) [CCC-P](#)

[CSBL](#) [cCc SBL](#)

[CHUI](#) [CHUQUI-P](#)

[NAMI](#) [ENM](#)

[RT](#) [RT](#)

[CMCC](#) [CMCC](#)

[COLL](#) [COLL](#)

[PEN](#) [Penoles](#)

[MFLB](#) [LBF](#)

[QB](#) [QB](#)

[ZALD](#) [ZALDIVAR](#)

[DOWA](#) [DOWA](#)

[ORCO](#) [ORC\\*](#)

[KUCU](#) [KUC](#)

[ONSN](#) [ONSAN\\*](#)

[SME](#) [SME\\*](#)

[MELT](#) [MET](#)

[ESOX](#) [ESOX](#)

[SPEN](#) [SPENCE](#)

[MTSB](#) [MITSUBISHI](#)

[MITS](#) [MITSUI](#)

[HM](#) [HM](#)

[SR](#) [SR](#)

[OSR](#) [OSR](#)

[TAMA](#) [TAMANO](#)

[PD](#) [P\\*D](#)

[PDSR](#) [Santa Rita](#)

[PDMI](#) [PDMI](#)

[PDSS](#) [PDSS](#)

**Producer**[Freeport-McMoRan Morenci Inc.](#)[Freeport McMoRan Tyrone Inc.](#)[Freeport McMoRan Bagdad Inc.](#)[Freeport-McMoRan Sierrita Inc.](#)[Philippine Associated Smelting & Refining Corp.](#)[Sociedad Contractual Minera El Abra](#)[Sociedad Minera Cerro Verde SA](#)[Southern Peru Copper Corp.](#)[Southern Peru Copper Corp. / Southern Peru Copper Ltd.](#)[Sumitomo Metal Mining Co. Ltd.](#)[White Pine Copper Refinery, Inc.](#)[Xstrata Canada Corporation](#)[Xstrata Canada Corporation](#)[Xstrata Tintaya S.A.](#)[Zambia Consolidated Copper Mines / Mufulira Copper Refining](#)[Zambia Consolidated Copper Mines / Nkana Copper Refinery](#)

*\*No longer produced*

**Code****Brand Marks**[PDGO](#)[PD\\*GO](#)[BCCC](#)[BCCC \("Burro Chief"\)](#)[CBCC](#)[CBCC](#)[TWIN](#)[CTB](#)[PSAR](#)[PASAR](#)[ABRA](#)[ABRA](#)[SMCV](#)[SMCV](#)[SPCC](#)[SPCC-ILO](#)[SPLX](#)[SPCC-SXEW](#)[SUMI](#)[SUMIKO](#)[WPCR](#)[White Pine Copper](#)[NORA](#)[NORANDA](#)[FKA](#)[FKA](#)[TINT](#)[TINTAYA](#)[MCM](#)[MCM](#)[REC](#)[REC](#)

## Copper – Licensed Warehouses

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

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

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## **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](#)

[Ledoux & Company Weighmasters](#)  
phone: [+1 201 837 7160](#)  
fax: [+1 201 837 1235](#)

[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](#)

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#### **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](#)

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**NYMEX RBOB GASOLINE REGISTERED DELIVERY SITES**

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

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**NYMEX NY HARBOR ULSD REGISTERED DELIVERY SITES**

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

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## Exhibit B

### Chapter 105 Platinum Futures

#### ~~105100.00~~ SCOPE OF CHAPTER

This chapter is limited in application to Platinum futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provisions of these rules shall apply to all platinum bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical product, respectively.

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

#### ~~105.01. DEFINITIONS~~

~~For the purpose of this chapter, the following terms shall have the meanings stated below:~~

~~"Contract Unit" shall mean 50 troy ounces.~~

#### ~~105.02. CONTRACT UNIT~~

~~The Seller shall deliver one Contract Unit of platinum, weighed to the nearest thousandth of a troy ounce, or the equivalent weight in grams, of homogeneous cast plate and/or ingot, with a weight tolerance of 7% either higher or lower. Each Contract Unit may consist of more than one piece of plate and/or ingot, with no individual piece weighing less than 10 troy ounces, or the equivalent weight in grams.~~

#### ~~105101.03. GRADE AND QUALITY CONTRACT SPECIFICATIONS~~

##### 105101.A. Grade and Quality Specifications

The contract for delivery on futures contracts shall be 50 troy ounces of platinum, weighed to the nearest thousandth of a troy ounce, or the equivalent weight in grams, of homogeneous cast plate and/or ingot, with a weight tolerance of 7% either higher or lower. Each contract may consist of more than one piece of plate and/or ingot, with no individual piece weighing less than 10 troy ounces, or the equivalent weight in grams. Platinum delivered under this contract shall be a minimum of 99.95% pure and must be an Approved Brand.

#### ~~105.04. PACKAGING AND MARKING~~

##### 105101.B. Packing Methods

~~(A)~~ Platinum may be delivered in packaged or unpackaged form.

1. ~~(B)~~ If ~~p~~Platinum is delivered in packaged form, the ~~p~~Platinum ~~shall~~must be in a package sealed by an Approved Assayer or Approved Producer ~~so~~such that the package may not be opened without destruction of the seal. Each package ~~shall~~must contain exactly one ~~c~~Contract ~~u~~Unit of ~~p~~Platinum and must bear:

- a. ~~(1)~~ the lot or identification number(s) of each ingot and/or plate contained therein;
- b. ~~(2)~~ the actual weight of the platinum therein;
- c. ~~(3)~~ the grade of the pieces therein;
- d. ~~(4)~~ the name or logo of the Approved Assayer or mark of the Approved Brand; and

- e. ~~(5)~~ the chemical symbol for pPlatinum, “Pt” and/or the word “Platinum”.
2. ~~(C)~~ If pPlatinum is delivered in unpackaged form, each piece of pPlatinum comprising the cContract uUnit shall be incised with:
  - a. ~~(1)~~ the lot or identification number of such ingot and/or plate contained therein;
  - b. ~~(2)~~ its actual weight (provided that if the piece was previously sampled, the weight on the Assay Certificate shall govern);
  - c. ~~(3)~~ the grade of such piece;
  - d. ~~(4)~~ the name or logo of the Approved Assayer or mark of the Approved Brand; and
  - e. ~~(5)~~ the chemical symbol for pPlatinum, “Pt” and/or the word “Platinum”.

#### **105101.C. Warrant**

Each Warrant shall contain the information set forth in the Assay Certificate, incised on the bar, or clearly identified on the package; provided, however, that weight shall be expressed in troy ounces. If the weight incised on the bar or set forth on the Assay Certificate is in grams, it shall be converted to troy ounces by dividing the weight in grams by 31.1035 and rounding to the nearest thousandth of a troy ounce. The Warrant shall represent that the cContract uUnit:

1. is an Approved Brand, meeting the grade and quality specifications ~~herein of Rule 405.03~~, received directly from its Approved Producer by means of one or more Approved Carriers and/or, with respect to pPlatinum from the Approved Producer, by means of such Approved Producer’s own transport, or
2. is an Approved Brand, meeting the grade and quality specifications ~~of Rule 405.03~~ herein, received directly from one or more storage vaults located in Zurich, Switzerland owned or controlled by either Credit Suisse Group or UBS AG, by means of one or more Approved Carriers. Such storage vaults are delivery locations for the London Platinum and Palladium Market. Upon request of the Licensed Depository, the seller’s clearing member ~~Seller~~ shall provide to the Licensed Depository a pro forma invoice and a bar list issued by either Credit Suisse Group or UBS AG (or the wholly-owned subsidiary that owns such vault), and, if so requested, the Licensed Depository is not required to issue a Warrant for any such cContract uUnit until such documentation has been provided, or
3. was received directly from an Approved Assayer or Approved Producer by means of one or more Approved Carriers and/or, with respect to pPlatinum from the Approved Producer, by means of such Approved Producer’s own transport, and was accompanied by an Assay Certificate(s) for each piece in the cContract uUnit, or
4. was received directly from an Approved Assayer or Approved Producer by means of one or more Approved Carriers and/or, with respect to pPlatinum from the Approved Producer, by means of such Approved Producer’s own transport, and was not accompanied by an Assay Certificate(s) for each piece in the cContract uUnit but has been determined to be Eligible after having been inspected by an Approved Assayer or Approved Producer, or
5. was received directly from another Licensed Depository by means of one or more Approved Carriers, provided, however, that the pPlatinum was previously Eligible, or
6. was deposited at a Licensed Depository, and thereafter inspected by an Approved Assayer or Approved Producer and determined to be Eligible.

#### **105102. TRADING SPECIFICATIONS**

Trading in Platinum futures is regularly conducted in the following months: (1) the current calendar month; (2) the next two calendar months; and (3) each January,

April, July, and October falling within a 15-month period beginning with the current calendar month. The number of months open for trading at a given time shall be determined by the Exchange.

#### **105102.A. Trading Schedule**

The hours for trading shall be determined by the Exchange.

#### **105102.B. Trading Unit**

The contract unit shall be shall be 50 troy ounces.

#### **105102.C. Price Increments**

The minimum price fluctuation shall be ten cents (\$0.10) per troy ounce. Prices shall be quoted in dollars and cents per troy ounce.

#### **105102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **105102.E. Termination of Trading**

No trades in Platinum futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

### **105103.09.** **INSPECTION AND ASSAY CERTIFICATE**

~~(A) Assay Certificates.~~ Except for **p**Platinum delivered pursuant to Rules **105101.C (1), (2), (3) or (5)**~~105.08(A), (B), (C) or (E)~~, the Licensed Depository shall, upon receipt of the commodity, cause an inspection to be made by an Approved Assayer or an Approved Producer. The Approved Assayer or Approved Producer shall issue Assay Certificate(s) covering each piece in the **c**Contract **Unit** in the form approved by the Exchange.

~~(B)~~ Each Assay Certificate shall report the lot or bar number, weight, grade, the name of the Approved Assayer or Approved Producer, the symbol identifying the metal or the name of the metal and the date of inspection. On all Assay Certificates, weight shall be expressed in troy ounces.

~~(C)~~

~~(4)~~ Every lot inspected must bear on the package the lot number, seal number, date of inspection, weight, grade, and the name of the Approved Assayer or Approved Producer who made the inspection. (Effective as to **p**Platinum assayed prior to October 1, 1979.)

~~(2)~~ Every lot inspected, if packaged, must bear on such package the lot or bar number; weight; grade; the name or logo of the Approved Assayer or Approved Producer and the symbol identifying the metal or the name of the metal. Every lot inspected, if unpackaged, must be incised with the lot or bar number, weight; grade; the name or logo of the Approved Assayer, and the symbol identifying the metal. (Effective as to pPlatinum assayed on and after October 1, 1979.)

~~(D)~~ If a cContract uUnit of pPlatinum is surrendered to the bearer of a Warrant, or if the cContract uUnit is in a package and the seal is broken, the Assay Certificate(s) for such cContract uUnit is no longer valid and such cContract uUnit is no longer Eligible.

~~(E)~~ The sSeller shall bear the costs of inspection, delivery to the Licensed Depository, charges of the Licensed Depository, and all other expenses, if any, to determine that the pPlatinum is Eligible.

~~105.05.~~ **DELIVERY MONTHS**

~~During each calendar month (the "current calendar month"), the Exchange will make available for trading contracts that provide for delivery of Platinum in the following months: 1) the current calendar month; 2) the first calendar month following the current calendar month; 3) the second calendar month following the current calendar month; and 4) each January, April, July and October during the period beginning with the first calendar month following the current calendar month through the 15th calendar month following the current calendar month.~~

~~105.06.~~ **PRICES AND FLUCTUATIONS**

~~Prices shall be quoted in dollars and cents per troy ounce. The minimum price fluctuation shall be \$.10 per troy ounce. There shall be no maximum limit on price fluctuation.~~

105104.-107. **[RESERVED]**

~~105108.07.~~ **VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rRules.

~~105.08.~~ **WARRANT**

## Exhibit C

### Chapter 106 Palladium Futures

#### ~~106100.00~~ SCOPE OF CHAPTER

This chapter is limited in application to Palladium futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provisions of these rules shall apply to all palladium bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical product, respectively.

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

#### ~~106.01.~~ DEFINITIONS

~~For the purpose of this chapter, the following terms shall have the meanings stated below:~~

~~"Contract Unit" shall mean 100 troy ounces.~~

#### ~~106.02.~~ CONTRACT UNIT

~~The Seller shall deliver one Contract Unit of palladium, weighed to the nearest thousandth of a troy ounce, or the equivalent weight in grams, of homogeneous cast plate and/or ingot, with a weight tolerance of 7% either higher or lower. Each Contract Unit may consist of more than one piece of plate and/or ingot, with no individual piece weighing less than 10 troy ounces, or the equivalent weight in grams.~~

#### ~~106101.03.~~ GRADE AND QUALITY CONTRACT SPECIFICATIONS

##### 106101.A. Grade and Quality Specifications

The contract for delivery on futures contracts shall be 100 troy ounces of palladium, weighed to the nearest thousandth of a troy ounce, or the equivalent weight in grams, of homogeneous cast plate and/or ingot, with a weight tolerance of 7% either higher or lower. Each contract may consist of more than one piece of plate and/or ingot, with no individual piece weighing less than 10 troy ounces, or the equivalent weight in grams. Palladium delivered under this contract shall be a minimum of 99.95% pure and must be an Approved Brand.

#### ~~106.04.~~ PACKAGING AND MARKING

##### 106101.B. Packing Methods

~~(A)~~ Palladium may be delivered in packaged or unpackaged form.

1. ~~(B)~~ If ~~p~~Palladium is delivered in packaged form, the ~~p~~Palladium ~~shall~~ must be in a package sealed by an Approved Assayer or Approved Producer ~~so such~~ that the package may not be opened without destruction of the seal. Each package ~~shall~~ must contain exactly one ~~c~~Contract ~~u~~Unit of ~~p~~Palladium and must bear:

- a. ~~(1)~~ the lot or identification number(s) of each ingot and/or plate contained therein;
- b. ~~(2)~~ the actual weight of the palladium therein;
- c. ~~(3)~~ the grade of the pieces therein;
- d. ~~(4)~~ the name or logo of the Approved Assayer or mark of the Approved Brand; and

- e. ~~(5)~~ the chemical symbol for pPalladium, “Pd” and/or the word “Palladium”.
2. ~~(C)~~ If pPalladium is delivered in unpackaged form, each piece of pPalladium comprising the cContract uUnit shall be incised with:
- a. ~~(1)~~ the lot or identification number of such ingot and/or plate contained therein;
  - b. ~~(2)~~ its actual weight (provided that if the piece was previously sampled, the weight on the Assay Certificate shall govern);
  - c. ~~(3)~~ the grade of such piece;
  - d. ~~(4)~~ the name or logo of the Approved Assayer or mark of the Approved Brand; and
  - e. ~~(5)~~ the chemical symbol for pPalladium, “Pd” and/or the word “Palladium”.

#### **106101.C. Warrant**

Each Warrant shall contain the information set forth in the Assay Certificate, incised on the bar, or clearly identified on the package; provided, however, that weight shall be expressed in troy ounces. If the weight incised on the bar or set forth on the Assay Certificate is in grams, it shall be converted to troy ounces by dividing the weight in grams by 31.1035 and rounding to the nearest thousandth of a troy ounce. The Warrant shall represent that the cContract uUnit:

1. is an Approved Brand, meeting the grade and quality specifications [herein of Rule 106.03](#), received directly from its Approved Producer by means of one or more Approved Carriers and/or, with respect to pPalladium from the Approved Producer, by means of such Approved Producer’s own transport, or
2. is an Approved Brand, meeting the grade and quality specifications [herein of Rule 106.03](#), received directly from one or more storage vaults located in Zurich, Switzerland owned or controlled by either Credit Suisse Group or UBS AG, by means of one or more Approved Carriers. Such storage vaults are delivery locations for the London Platinum and Palladium Market. Upon request of the Licensed Depository, the [s](#)Seller’s clearing member shall provide to the Licensed Depository a pro forma invoice and a bar list issued by either Credit Suisse Group or UBS AG (or the wholly-owned subsidiary that owns such vault), and, if so requested, the Licensed Depository is not required to issue a Warrant for any such cContract uUnit until such documentation has been provided, or
3. was received directly from an Approved Assayer or Approved Producer by means of one or more Approved Carriers and/or, with respect to pPalladium from the Approved Producer, by means of such Approved Producer’s own transport, and was accompanied by an Assay Certificate(s) for each piece in the cContract uUnit, or
4. was received directly from an Approved Assayer or Approved Producer by means of one or more Approved Carriers and/or, with respect to pPalladium from the Approved Producer, by means of such Approved Producer’s own transport, and was not accompanied by an Assay Certificate(s) for each piece in the cContract uUnit but has been determined to be Eligible after having been inspected by an Approved Assayer or Approved Producer, or
5. was received directly from another Licensed Depository by means of one or more Approved Carriers, provided, however, that the pPalladium was previously Eligible, or
6. was deposited at a Licensed Depository, and thereafter inspected by an Approved Assayer or Approved Producer and determined to be Eligible.

#### **106102. TRADING SPECIFICATIONS**

[Trading in Palladium futures is regularly conducted in the following months: \(1\) the current calendar month; \(2\) the next two calendar months; and \(3\) each March, June,](#)

September, and December falling within a 15-month period beginning with the current calendar month. The number of months open for trading at a given time shall be determined by the Exchange.

#### **106102.A. Trading Schedule**

The hours for trading shall be determined by the Exchange.

#### **106102.B. Trading Unit**

The contract unit shall be shall be 100 troy ounces.

#### **106102.C. Price Increments**

The minimum price fluctuation shall be five cents (\$0.05) per troy ounce. Prices shall be quoted in dollars and cents per troy ounce.

#### **106102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **106102.E. Termination of Trading**

No trades in Palladium futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

#### **~~106.05. DELIVERY MONTHS~~**

~~During each calendar month (the "current calendar month"), the Exchange will make available for trading contracts that provide for delivery of Palladium in the following months: 1) the current calendar month; 2) the first calendar month following the current calendar month; 3) the second calendar month following the current calendar month; and 4) each March, June, September and December during the period beginning with the first calendar month following the current calendar month through the 15th calendar month following the current calendar month.~~

#### **~~106.06. PRICES AND FLUCTUATIONS~~**

~~Prices shall be quoted in dollars and cents per troy ounce. The minimum price fluctuation shall be \$.05 per troy ounce. There shall be no maximum limit on price fluctuation.~~

#### **~~106.08. WARRANT~~**

#### **106103.09. INSPECTION AND ASSAY CERTIFICATE**

~~(A) Assay Certificates.~~ Except for pPalladium delivered pursuant to Rules 106101.C (1), (2), (3) or (5) ~~106.08(A), (B), (C) or (E)~~, the Licensed Depository shall, upon receipt of the commodity, cause an inspection to be made by an Approved Assayer or an Approved Producer. The Approved Assayer or Approved Producer shall issue Assay Certificate(s) covering each piece in the cContract Unit in the form approved by the Exchange.

~~(B)~~ Each Assay Certificate shall report the lot or bar number, weight, grade, the name of the Approved Assayer or Approved Producer, the symbol identifying the metal or the name of the metal and the date of inspection. On all Assay Certificates, weight shall be expressed in troy ounces.

~~(C)~~

~~(1)~~ Every lot inspected must bear on the package the lot number, seal number, date of inspection, weight, grade, and the name of the Approved Assayer or Approved Producer who made the inspection. (Effective as to pPalladium assayed prior to October 1, 1979.)

~~(2)~~ Every lot inspected, if packaged, must bear on such package the lot or bar number; weight; grade; the name or logo of the Approved Assayer or Approved Producer and the symbol identifying the metal or the name of the metal. Every lot inspected, if unpackaged, must be incised with the lot or bar number, weight; grade; the name or logo of the Approved Assayer or Approved Producer, and the symbol identifying the metal. (Effective as to pPalladium assayed on and after October 1, 1979.)

~~(D)~~ If a cContract uUnit of pPalladium is surrendered to the bearer of a Warrant, or if the cContract uUnit is in a package and the seal is broken, the Assay Certificate(s) for such cContract uUnit is no longer valid and such cContract uUnit is no longer Eligible.

~~(E)~~ The sSeller shall bear the costs of inspection, delivery to the Licensed Depository, charges of the Licensed Depository, and all other expenses, if any, to determine that the pPalladium is Eligible.

#### 106104.-107. [RESERVED]

#### 106108.07. VALIDITY OF DOCUMENTS

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rRules.

## Exhibit D

### Chapter 111 Copper Futures

#### ~~111100.00~~ SCOPE OF CHAPTER

This chapter is limited in application to Copper futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provisions of these rules shall apply to all copper bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical product, respectively.

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

#### ~~111.01.~~ DEFINITIONS

~~For the purpose of this chapter, the following terms shall have the meanings stated below;~~

~~"Contract Unit" shall mean twenty-five thousand (25,000) pounds.~~

#### ~~111101.02.~~ CONTRACT SPECIFICATIONS ~~UNIT FOR GRADE 1 COPPER~~

The contract for delivery on futures contracts shall be twenty-five thousand (25,000) pounds. ~~The seller shall deliver one Contract Unit~~ of copper with a weight tolerance of 2% either higher or lower and must be an Approved Brand.

Copper meeting all of the following specifications shall be deliverable in satisfaction of futures contract delivery obligations under this rule: ~~Said delivery shall be made up exclusively of:~~

- ~~(a) Grade 1 electrolytic cathodes as specified in Rule 111.03; and~~
- ~~(b) The product of one refiner as provided in Rule 111.04~~

#### ~~111.03.~~ GRADE AND QUALITY SPECIFICATIONS

1. (1) Eligible copper must consist of ~~The contract (basis) grade for the Grade 1 copper contract shall be~~ Grade 1 Electrolytic Copper Cathodes (full plate or cut) and shall conform to the specifications (as to chemical and physical requirements) for Grade 1 Electrolytic Copper Cathode as adopted by the American Society for Testing and Materials ("A.S.T.M.") (B115-00), or its latest revision.

(2) If the ~~A.S.T.M., American Society for Testing and Materials~~ adopts a change in the standard specifications for the aforementioned deliverable grade and such change is adopted and confirmed by the Exchange, copper conforming to the change so adopted, as well as copper conforming to the previous specifications, shall be eligible for delivery against the Copper futures contract; provided, however, that the copper conforming to the previous specifications shall have been placed in a Licensed Warehouse prior to the date of the adoption and confirmation by the Exchange of the new specifications.

#### ~~111.04.~~ REQUIREMENTS RE: ORIGIN AND BRAND

2. Eligible copper must consist of any of the Exchange's approved brand marks, as provided in Chapter 7, current at the date of delivery of the contract, provided, however, a Warrant issued for copper shall be from a single Approved Brand. ~~All cathodes delivered must be the product of an Approved Producer on the official~~

~~list of Approved Brands and Markings for delivery of cathodes current at the date of delivery of such cathodes (see Rule 111.08 for form of declaration of origin of cathodes).~~

- ~~3. (a) Copper may be delivered against the Grade 1 copper contract only from a Licensed Warehouse designated by the Exchange. The Exchange may from time to time add or eliminate Licensed Warehouses after notice to members. Said notice shall fix the time when such changes shall become effective. The addition or elimination of a Licensed Warehouse shall not be deemed to affect the amount of money to be paid or the grade or quality of the copper to be delivered upon Exchange contracts, and shall be binding upon all such contracts entered into before and after the adoption of such change, anything in these By-Laws to the contrary notwithstanding.~~
- ~~4. (b) Deliveries shall be made without any allowance for freight except as otherwise provided in this subsection (b).~~
5. The copper must be weighed by a Licensed Weighmaster. A Weight Certificate shall be issued by the Licensed Weighmaster.
6. Licensed Warehouse must declare that the copper meets the specifications for delivery in fulfillment of a Copper futures contract. Upon request from the Licensed Warehouse, the seller's clearing member 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.
7. (c) The Warrants electronic certificate shall reference a signed declaration of the Licensed Warehouse, as to the origin of the copper and the grade thereof; such declaration to be in the following form and maintained on file at the Licensed Warehouse.

This is to certify that the brand of ~~of~~ copper covered by Warrant #..... issued by ..... (Licensed Warehouse) is the product of ..... (Approved Producer) an approved refiner for delivery of cathodes against the Commodity Exchange, Inc., ~~Grade 1 copper~~ Copper futures contract and conforming to the specifications for Grade 1 copper cathodes pursuant to the ~~By-Laws and~~ Rules of the Exchange.

~~The Seller shall provide sufficient information to the Licensed Warehouse to establish the brand and the quality of the Copper being delivered and if so requested the Licensed Warehouse is not required to issue a warrant for any such contract unit until such documentation has been provided.~~

~~(d) The receiver shall not be required to accept any tender varying more than 2% above or below twenty five thousand (25,000) pounds.~~

#### ~~111.05. DELIVERY MONTHS AND DAYS~~

~~During each calendar month (the "current calendar month"), the Exchange will make available for trading contracts that provide for delivery of Copper in the following months: 1) the current calendar month; 2) the next twenty three consecutive calendar months and; 3) any March, May, July, September, and December falling within a 60-month period beginning with the current month.~~

#### ~~111.06. PRICES MULTIPLES FOR GRADE 1 COPPER CONTRACT~~

~~Prices shall be quoted in multiples of five one-hundredths of one cent per pound. Contracts made on any other basis are prohibited.~~

#### ~~111.07. WARRANTS~~

~~After copper has been placed in a Licensed Warehouse, Warrants stating the brand of cathodes, the number of pieces and such other data as may be required by the~~

~~Exchange, shall be immediately issued to its owners. Warrants shall be lettered or numbered consecutively by each warehouse and no two receipts shall bear the same letter or number. 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. No Warrant shall be issued for more or less than one contract unit. The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these Rules.~~

~~111.08.~~ **DELIVERY AGAINST GRADE 1 COPPER CONTRACT**

~~111102.~~ **TRADING SPECIFICATIONS**

Trading in Copper futures is regularly conducted in the following months: (1) the current calendar month; (2) the next twenty-three calendar months; and (3) any March, May, July, September and December falling within a 60-month period beginning with the current calendar month. The number of months open for trading at a given time shall be determined by the Exchange.

**111102.A. Trading Schedule**

The hours for trading shall be determined by the Exchange.

**111102.B. Trading Unit**

The contract unit shall be twenty-five thousand (25,000) pounds.

**111102.C. Price Increments**

Prices shall be quoted in multiples of five one-hundredths of one cent per pound. Prices shall be quoted in dollars and cents per pound.

**111102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

**111102.E. Termination of Trading**

No trades in Copper futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

**111103.-107. [RESERVED]**

**111108. VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rules.

## Exhibit E

### Chapter 112 Silver Futures

#### 112100.00 SCOPE OF CHAPTER

This chapter is limited in application to Silver futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provisions of these rules shall apply to all silver bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical product, respectively.

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

#### 112.01. ~~DEFINITIONS~~

~~For the purpose of this chapter, the following terms shall have the meanings stated below;~~

~~"Contract Unit" shall mean five thousand (5,000) troy ounces.~~

#### 112101.02. CONTRACT UNIT FOR SILVER SPECIFICATIONS

The contract for delivery on futures contracts shall be five thousand (5,000) troy ounces. ~~The seller shall deliver one Contract Unit~~ of silver with a weight tolerance of 6% either higher or lower. Silver delivered under this contract shall assay to a minimum of 999 fineness and must be an Approved Brand.

Silver meeting all of the following specifications shall be deliverable in satisfaction of futures contract delivery obligations under this rule: ~~Said delivery shall be made up exclusively of:~~

- ~~Each Contract Unit shall consist of F~~ five (5) bars of refined silver cast in bars of one thousand (1,000) troy ounces, with a weight tolerance of 10% either higher or lower.
- ~~Each Contract Unit shall consist of S~~ silver must consist made up of one or more of the Exchange's approved officially listed brands or marksings, as provided in Chapter 7 in Rule 112.04, current at the date of delivery of the such silver contract.
- Each bar of Eligible silver must have the weight, fineness, bar number, and brand ~~or hall~~mark clearly incised on the bar. The weight may be in troy ounces or grams. If the weight is in grams, it must be converted to troy ounces for documentation purposes by dividing the weight in grams by 31.1035 and rounding to the nearest tenth of a troy ounce. All documentation must ~~show~~ illustrate the weight in troy ounces.

Any bar of silver that does not have the bar weights stamped or incised on the bars by the refiner, and which is identified by a refiner's bar list without indicating or specifying the bar weights, but which is otherwise qualified for delivery on Exchange contract, may be put in tenderable condition for such delivery by the following procedures:

- The silver must be weighed by a Licensed Weighmaster.
- The weight of each bar and the identification stamp of the Licensed Weighmaster must be incised with an appropriate tool which will create a permanent record on each bar.

- (c) The weight so marked on each bar shall be to the nearest 1/10th of an ounce.
- (d) The Licensed Weighmaster shall prepare a certificate stating the procedures which ~~it~~he has followed, and said certificate shall be attached to the itemized bar list identifying the bars by number and weights of each. Said Licensed Weighmaster's Certificate and bar list shall be maintained by the Licensed Depository.
- (e) For all Eligible silver placed in a Licensed Facility ~~tenderable condition~~ prior to December 1, 2003, a separate bar number incised with an appropriate tool will be acceptable in lieu of the identification stamp of the Licensed Weighmaster.

~~Effective September 30, 1997, silver bars incised with the "SM" brand, i.e., Spiral Metal Co., Inc., that are not residing in a Licensed Depository for silver and on warrant as of that date shall not be deliverable against an Exchange Silver Futures Contract. Beginning June 25, 1998, no warrant containing any silver bars incised with the "SM" brand may be presented for delivery against an Exchange Silver Futures Contract.~~

### ~~112.03. GRADE AND QUALITY SPECIFICATIONS~~

~~Silver delivered under this contract shall assay to a minimum of 999 fineness.~~

### 112102. TRADING SPECIFICATIONS

~~Trading in Silver futures is regularly conducted in the following months: During each calendar month (the "current calendar month"), the Exchange will make available for trading futures contracts that provide for delivery of silver in the following months: (1) the current calendar month; (2) the next two first calendar months following the current calendar month; (3) the second calendar month following the current calendar month; (34) anyeach January, March, May, and September falling within a 23-month period beginning with the current calendar month; and (45) anyeach July and December falling within a 60-month period beginning with the current calendar month. The number of months open for trading at a given time shall be determined by the Exchange.~~

#### 112102.A. Trading Schedule

~~The hours for trading shall be determined by the Exchange.~~

#### 112102.B. Trading Unit

~~The contract unit shall be shall be five thousand (5,000) troy ounces.~~

#### 112102.C. Price Increments

~~The minimum price fluctuation shall be \$0.005 per troy ounce for outright transactions and \$0.001 per troy ounce for spread or straddle transactions and settlement. Prices shall be quoted in dollars and cents per troy ounce.~~

~~Silver futures contracts shall be traded in one-half cent per ounce (\$.005) multiples, with respect to outright transactions and one-tenth cent per ounce (\$.001) multiples, with respect to straddles (also known as switches or spreads) executed by trading the differential, as described in Rule 104.38. Contracts traded on any other price basis are prohibited.~~

#### 112102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels

~~The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.~~

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **112102.E. Termination of Trading**

No trades in Silver futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

#### **112103.-107. [RESERVED]**

#### **112108. VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rules.

#### **~~112.04. LISTING OF SILVER BRANDS~~**

~~(a) The Exchange shall designate as Approved Producers those silver refiners whose silver bars shall be eligible in connection with deliveries of silver in fulfillment of an Exchange contract for silver. Additional Approved Producers may be designated in the same manner from time to time. The Exchange may also terminate the designation of a silver refiner at any time as an Approved Producer, and from and after the date of such termination, silver produced by such refiners may not be placed in a Licensed Depository for delivery in fulfillment of an Exchange contract for silver. Neither the addition nor deletion of a silver refiner as an Approved Producer shall be deemed to affect the amount of money to be paid or the grade or quality of silver to be delivered in fulfillment of an Exchange contract for silver, and shall be binding upon all contracts entered into before as well as after the adoption of any such change, anything in these Rules to the contrary notwithstanding.~~

~~(b) Silver refiners, in order to have their silver brands registered as eligible, shall file such documents as required by the Exchange in its sole discretion, to establish their qualifications.~~

#### **~~112.05. REMOVAL OF SILVER BRAND OF MARKING FROM OFFICIAL LIST~~**

~~(a) All Brands. If the Exchange shall at any time determine that the metallurgical assay of any silver bars bearing a brand or marking on the Official List of Approved Refiners and Brands, has depreciated below 999 fineness, thereupon the Exchange may exclude said brand or marking from the Official List of Approved Refiners and Brands unless deliveries of bars bearing said brand or markings are accompanied by certificates of analysis of one of the Approved Assayers of the Exchange showing a silver fineness of not less than 999. Any brand or marking so affected by such decision of the Exchange shall be listed on the Official List of Approved Refiners and Brands so as to indicate the limitation upon deliveries of said brand or marking. The limitation upon deliveries of such brand or marking shall not be deemed to affect the amount of money to be paid or the grade or quality of silver to be delivered under the~~

~~silver contract, and shall be binding upon all such contracts entered into before, as well as after, the adoption of such changes, anything in these Rules to the contrary notwithstanding.~~

~~(b) Brands No Longer in Production~~

~~1. The Exchange, in its discretion, may determine to remove from the Official List of Approved Refiners and Brands a particular silver brand or marking of an Approved Producer that has ceased production. The factors to be considered in delisting an approved brand include, but are not limited to, limited commercial acceptability of the brand; concerns about quality or quality uniformity of the brand; or total inventory on warrant at all Licensed Depositories for silver of the brand that is less than 2,000 bars.~~

~~2. Effective September 30, 1997, silver bars incised with the "SM" brand, i.e., Spiral Metal Co., Inc., that are not residing in a Licensed Depository for silver and on warrant as of that date shall not be deliverable against an Exchange Silver Futures Contract. Beginning June 25, 1998, no warrant containing any silver bars incised with the "SM" brand may be presented for delivery against an Exchange Silver Futures Contract.~~

~~**112.06. STORAGE REQUIREMENTS OF DEPOSITORIES LICENSED FOR DELIVERY OF SILVER**~~

~~Storage Requirements. A Licensed Depository shall accept all eligible silver offered for storage. In the event a Licensed Depository is unable to store additional silver because of physical limitation of facilities, notification shall be given to the Exchange's Research and Product Development Department at once, and further notice shall be given when the depository is again to receive additional silver for storage.~~

~~**112.07. WARRANTS**~~

~~(a) Issuance of the Warrants. After eligible silver has been placed in a Licensed Depository, accompanied by itemized bar list showing brand, bar numbers and weight as stamped on the bars, Warrants stating the brand or markings, serial numbers, and the number of bars, shall be issued to its owners. Warrants shall be lettered or numbered consecutively by each Licensed Depository and no two receipts shall bear the same letter or number. 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.~~

~~(b) No Warrant shall be issued for more or less than one contract unit.~~

~~**112.08. WEIGHING OF SILVER BARS BEARING APPROVED BRANDS**~~

~~Any bar of silver that does not have the bar weights stamped or incised on the bars by the refiner, and which is identified by a refiner's bar list without indicating or specifying the bar weights, but which is otherwise qualified for delivery on Exchange contract, may be put in tenderable condition for such delivery by the following procedure:~~

~~(e) The silver must be weighed by a Licensed Weighmaster.~~

~~(f) The weight of each bar and the identification stamp of the Licensed Weighmaster must be incised with an appropriate tool which will create a permanent record on each bar.~~

~~(g) The weight so marked on each bar shall be to the nearest 1/10th of an ounce.~~

~~(h) The Licensed Weighmaster shall prepare a certificate stating the procedures which he has followed, and said certificate shall be attached to the itemized bar list identifying the bars by number and weights of each. Said Weighmaster's Certificate and bar list shall be maintained by the Licensed Depository.~~

- ~~(i) For all silver placed in tenderable condition prior to December 1, 2003, a separate bar number incised with an appropriate tool will be acceptable in lieu of the identification stamp of the Licensed Weighmaster.~~

~~**112.09. DELIVERY MONTHS**~~

~~During each calendar month (the "current calendar month"), the Exchange will make available for trading futures contracts that provide for delivery of silver in the following months: 1) the current calendar month; 2) the first calendar month following the current calendar month; 3) the second calendar month following the current calendar month; 4) each January, March, May, and September falling within a 23-month period beginning with the current month; and 5) each July and December falling within a 60-month period beginning with the current month.~~

~~**112.10. PRICES AND FLUCTUATIONS**~~

~~Silver futures contracts shall be traded in one-half cent per ounce (\$.005) multiples, with respect to outright transactions and one-tenth cent per ounce (\$.001) multiples, with respect to straddles (also known as switches or spreads) executed by trading the differential, as described in Rule 104.38. Contracts traded on any other price basis are prohibited.~~

~~**112.11. DELIVERY OF SILVER**~~

~~(a) Silver may be delivered against a silver contract from any Licensed Depository designated by the Exchange specifically for the storage of silver, and may not be delivered except from such Licensed Depository. Each contract unit shall be delivered from a single Licensed Depository. The Exchange may from time to time add to or eliminate Licensed Depositories after notice to members. Said notice shall fix the time when such changes shall become effective. The addition or elimination of a Licensed Depository shall not be deemed to affect the amount of money to be paid or the grade or quality of the silver to be delivered upon an Exchange contract, and shall be binding upon all such contracts entered into before, as well as after the adoption of such change, anything in these Rules to the contrary notwithstanding.~~

~~(b) The bar list must be an instrument prepared and signed by the refiner of the silver identified therein or by the Licensed Depository issuing the Warrant.~~

~~(c) A Warrant must be endorsed by each person or party whose endorsement is necessary to pass title thereto; and in addition, a Warrant, irrespective of its form, must be endorsed and dated by every member of the Exchange who passes it in connection with an Exchange transaction.~~

~~(d) The receiver shall not be required to accept any tender varying more than 6% above or below 5,000 troy ounces.~~

~~(e) Payment shall be made upon the basis of the weight stamped upon the bars delivered. If the material is stamped in grams the weight must be converted to troy ounces in accordance with Rule 112.02 (c).~~

## Exhibit F

### Chapter 113 Gold Futures

#### 113100.00 SCOPE OF CHAPTER

This chapter is limited in application to Gold futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provision of these rules shall apply to all gold bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

The terms "seller" and "buyer" shall mean the seller of the physical product and the buyer of the physical product, respectively.

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

#### ~~113.01.~~ DEFINITIONS

~~For the purpose of this Chapter, the following terms shall have the meanings stated below;~~

~~"Contract Unit" shall mean one hundred (100) troy ounces.~~

#### 113101.02- CONTRACT UNIT FOR GOLD SPECIFICATIONS

The contract for delivery on futures contracts shall be one hundred (100) troy ounces.~~The seller shall deliver one Contract Unit~~ of gold with a weight tolerance of 5% either higher or lower. Gold delivered under this contract shall assay to a minimum of 995 fineness and must be an Approved Brand.~~Said delivery shall consist exclusively of:~~

Gold meeting all of the following specifications shall be deliverable in satisfaction of futures contract delivery obligations under this rule:

- ~~Each Contract Unit shall consist of E~~either one (1) 100\_-troy ounce bar\_ or three (3) one (1) kilo bars.
- ~~Each Contract unit shall consist of G~~gold must consist made up of one or more of the Exchange's approved officially listed brands or markings\_, as provided in Rule 113.04Chapter 7, current at the date of the delivery of ~~such gold~~contract.
- Each bar of Eeligible gold must have the weight, fineness, bar number, and brand ~~or hall~~mark clearly incised on the bar. The weight may be in troy ounces or grams. If the weight is in grams, it must be converted to troy ounces for documentation purposes by dividing the weight in grams by 31.1035 and rounding to the nearest one hundredth of a troy ounce. All documentation must ~~illustrate~~show the weight in troy ounces.
- Each (a)~~Every~~ Warrant issued by a Licensed Depository ~~for a lot of gold tendered for delivery upon an Exchange contract~~ shall reference ~~the weight certificate issued by an Exchange Licensed Weighmaster certifying the weight of each bar of gold in the lot and setting forth~~ the serial number and ~~the~~ name of the Approved Producer of each bar.
- (b) Every~~Each~~ assay certificate issued by an Approved Assayer shall certify that each bar of gold in the lot assays not less than 995 fineness and weight of each bar and the name of the Approved Producer that produced each bar.
- (c) Upon receipt of the gold bar by the Licensed Depository who must also qualify and be designated a Licensed Weighmaster for gold, each gold bar shall be weighed.~~The weighmaster's certificate issued by a Licensed Weighmaster shall~~

~~show the weight of each bar of gold~~ in the lot measured to 1/100 of a troy ounce (two decimal points). In accomplishing such measurement, each bar shall be weighed to the nearest 1/1000 of a troy ounce (three decimal points); weights of 4/1000 of a troy ounce or less shall be rounded down to the nearest 1/100 of a troy ounce and weights of 5/1000 of a troy ounce or more shall be rounded up to the nearest 1/100 of a troy ounce.

7. The Licensed Depository must be located within a 150-mile radius of the City of New York.
8. Gold must be delivered to a Licensed Depository by an Approved Carrier as follows:
  - a. directly from an Approved Producer;
  - b. directly from an Approved Assayer, provided that such gold is accompanied by an assay certificate of such Approved Assayer; or
  - c. directly from another Licensed Depository; provided, that such gold was placed in such other Licensed Depository pursuant to paragraphs (a) or (b) above.

~~113.03. GRADE AND QUALITY SPECIFICATIONS~~

~~Gold delivered under this Contract shall assay to a minimum of 995 fineness.~~

~~113.04. LISTING OF GOLD BRANDS~~

~~(a) The Exchange shall designate as Approved Producers those gold refiners whose gold bars shall be eligible in connection with deliveries of gold in fulfillment of an Exchange contract for gold. Additional Approved Producers may be designated in the same manner from time to time. The Exchange may also terminate the designation of a gold refiner at any time as an Approved Producer, and from and after the date of such termination gold produced by such refiners may not be placed in a Licensed Depository for delivery in fulfillment of an Exchange contract for gold. Neither the addition nor deletion of a gold refiner as an Approved Producer shall be deemed to affect the amount of money to be paid or the grade or quality of gold to be delivered in fulfillment of an Exchange contract for gold, and shall be binding upon all contracts entered into before as well as after the adoption of any such change, anything in these Rules to the contrary notwithstanding.~~

~~(b) Gold refiners, in order to have their gold brands registered as eligible, shall file such documents as required by the Exchange in its sole discretion, to establish their qualifications.~~

~~113.05. LICENSED DEPOSITORIES FOR GOLD~~

~~The Exchange shall license facilities located within a 150 mile radius of the City of New York, in which gold may be stored for delivery on Exchange contracts ("Licensed Depositories"). Licensed Depositories may be added or eliminated from time to time, and the Exchange shall notify members of such changes and of the time when such changes shall become effective. The addition to or elimination of the names of Licensed Depositories shall not be deemed to affect the amount of money to be paid or the grade or quality of gold to be delivered on Exchange contracts, and shall be binding upon all such contracts entered into before as well as after the effective date of any such change, anything in the By-Laws to the contrary notwithstanding. Each Licensed Depository for gold shall also be designated as a Licensed Weighmaster for gold. Other Licensed Weighmasters may be licensed by the Exchange.~~

~~113.06. APPROVED CARRIERS~~

~~The Exchange shall designate as Approved Carriers of gold, firms which are authorized to transport and deliver gold to Licensed Depositories.~~

~~113.07. APPROVED ASSAYERS~~

~~The Exchange shall designate as Approved Assayers firms whose assay certificates shall be accepted in connection with deliveries of gold in fulfillment of an Exchange contract for gold.~~

~~113.08. WEIGHT CERTIFICATES AND ASSAY CERTIFICATES FOR GOLD~~

~~113.09. STORAGE OF GOLD~~

~~(a) Gold, to be eligible for delivery upon an Exchange contract must be delivered to a Licensed Depository by an Approved Carrier as follows:~~

~~(i) directly from an Approved Producer for the account of such Approved Producer or an Exchange Clearing Member;~~

~~(ii) directly from an Approved Assayer for the account of an Exchange Clearing Member; provided, that such gold is accompanied by an assay certificate of such Approved Assayer; or~~

~~(iii) directly from another Licensed Depository for the account of an Exchange Clearing Member; provided, that such gold was placed in such other Licensed Depository pursuant to paragraphs (i) or (ii) of this Rule 113.09(a).~~

~~(b) Warrants for gold shall be in negotiable form. Each Warrant (i) shall be lettered or numbered consecutively by the Licensed Depository issuing it and no two Warrants issued by any Licensed Depository shall bear the same letter or number (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 seven (7) digits); (ii) shall be issued for only one lot of gold; (iii) shall reference the Weight Certificate and, if required, Assay Certificate; (iv) shall specify the name of the Approved Producer, serial number, weight and fineness of each bar in the lot. The Exchange may adopt regulations from time to time specifying the form and content of a Warrant for gold, but such regulation shall not render warehouse receipts issued prior thereto ineligible in connection with delivery on a gold contract.~~

~~113.10. DELIVERY MONTHS~~

~~During each calendar month (the "current calendar month"), the Exchange will make available for trading contracts that provide for delivery of gold in the following months: 1) the current calendar month; 2) the first calendar month following the current calendar month; 3) the second calendar month following the current calendar month; 4) each February, April, August, and October falling within a 23-month period beginning with the current month; and 5) each June and December falling within a 72-month period beginning with the current month.~~

~~113.11. PRICE FLUCTUATIONS FOR GOLD~~

~~Prices for gold on future delivery contracts shall be in multiples of ten cents (10 cents) per troy ounce. Contracts made on any other basis are prohibited.~~

~~113.11. DELIVERY OF GOLD~~

~~Gold may be delivered in fulfillment of an Exchange contract for gold only from a Licensed Depository. A Warrant issued by and signed on behalf of a Licensed Depository and referencing a Weight Certificate and, if required, an Assay Certificate and invoice shall be good delivery in fulfillment of an Exchange contract for gold and shall be deemed a liquidation of the contract in respect of which such delivery is made.~~

~~A Clearing Member to whom delivery is made in fulfillment of an Exchange contract for gold shall not be required to accept the same if the gold delivered weighs more than 5% above or below 100 troy ounces or is otherwise not in accordance with these Rules.~~

~~The Clearing Member to whom delivery is made shall at once make payment to the member making delivery by the electronic transfer of federal funds ("payment"). Payment shall be made upon the basis of the weight as certified in the weight certificate for the lot and the fineness of such gold up to 9999 fine as stamped on the bars.~~

## **113102. TRADING SPECIFICATIONS**

Trading in Gold futures is regularly conducted in the following months: (1) the current calendar month; (2) the next two calendar months; (3) each February, April, August and October falling within a 23-month period beginning with the current calendar month; and (4) each June and December falling within a 72-month period beginning with the current calendar month. The number of months open for trading at a given time shall be determined by the Exchange.

### **113102.A. Trading Schedule**

The hours for trading shall be determined by the Exchange.

### **113102.B. Trading Unit**

The contract unit shall be one hundred (100) troy ounces.

### **113102.C. Price Increments**

The minimum price fluctuation shall be ten cents (\$0.10) per troy ounce. Prices shall be quoted in dollars and cents per troy ounce.

### **113102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

### **113102.E. Termination of Trading**

No trades in Gold futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

## **113103.-107. [RESERVED]**

## **113108. VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rules.

## Exhibit G

### Chapter 120 E-micro Gold Futures

#### ~~120100.01~~ SCOPE OF CHAPTER

This chapter is limited in application to E-micro Gold futures. The procedures for trading, clearing, delivery and settlement not specifically covered herein or in Chapter 7 shall be governed by the general rules of the Exchange.

The provision of these ~~r~~Rules shall apply to all gold bought or sold for future delivery on the Exchange. ~~As used in this Chapter, defined terms shall have the meanings ascribed to them in Chapter 7A, Metals Rules for Electronic Warrants.~~

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

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

#### ~~120.02~~ CONTRACT UNIT

~~The contract unit shall be ten (10) Troy Ounces. Each contract shall be valued as the contract unit multiplied by the settlement price of the corresponding contract of the Gold Futures contract.~~

#### ~~120101.03~~ GRADE AND QUALITY CONTRACT SPECIFICATIONS

The contract unit shall be shall be ten (10) troy ounces. Gold delivered under this contract shall meet all of the specifications ~~outlined in Exchange~~ Chapter 7A (“~~Metals Rules for Electronic Warrants~~”) and Chapter 113 (“Gold Futures”) as they apply to the Exchange’s 100-~~t~~Troy ~~o~~Ounce Gold ~~f~~Futures contract.

Deliveries under the contract are restricted to multiples of ten (10) futures contracts on all days on which deliveries may take place with the exception of the last intent day. On the last intent day, there will be no restriction on the delivery quantity.

Upon delivery, the buyer’s clearing member receives and the seller’s clearing member delivers an Accumulated Certificate of Exchange (“ACE”), issued by the Clearing House. An ACE represents a 10% ownership in a 100-troy ounce gold bar held in the form of a Warrant.

A clearing member may request the issuance of ten (10) ACEs by electronically endorsing to the Clearing House a Warrant representing one (1) 100-troy ounce gold bar.

ACEs may only be redeemed for a Warrant upon the accumulation of ten (10) such ACEs. Upon presentation and endorsement to the Clearing House of ten (10) ACEs, the owner will receive one (1) Warrant meeting the contract specifications in accordance with Rule 113101. Tolerance adjustments for ounces received vs. ounces represented by the ACEs will be made through the Clearing House.

Storage charges are invoiced to the clearing member who owns the ACEs.

#### ~~120102.~~ TRADING SPECIFICATIONS

Trading in E-micro Gold futures is regularly conducted in any February, April, June, August, October, and December falling within a 24-month period for which a 100 Troy Ounce Gold Futures contract is listed. The number of months open for trading at a given time shall be determined by the Exchange.

##### 120102.A. Trading Schedule

The hours for trading shall be determined by the Exchange.

##### 120102.B. Trading Unit

The contract unit shall be shall be ten (10) troy ounces.

#### **120102.C. Price Increments**

The minimum price fluctuation shall be ten cents (\$0.10) per troy ounce. Prices shall be quoted in dollars and cents per troy ounce.

#### **120102.D. Position Limits, Exemptions, Position Accountability and Reportable Levels**

The applicable position limits and/or accountability levels, in addition to the reportable levels, are set forth in the Position Limit, Position Accountability and Reportable Level Table in the Interpretations & Special Notices Section of Chapter 5.

A Person seeking an exemption from position limits for bona fide commercial purposes shall apply to the Market Regulation Department on forms provided by the Exchange, and the Market Regulation Department may grant qualified exemptions in its sole discretion.

Refer to Rule 559 for requirements concerning the aggregation of positions and allowable exemptions from the specified position limits.

#### **120102.E. Termination of Trading**

No trades in E-micro Gold futures deliverable in the current month shall be made after the third last business day of that month. Any contracts remaining open after the last trade date must be either:

(A) Settled by delivery which shall 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 no later than the last business day of the delivery month.

(B) Liquidated by means of a bona fide Exchange for Related Position ("EFRP") pursuant to Rule 538. An EFRP is permitted in an expired futures contract until 12:00 p.m. on the business day following termination of trading in the expired futures contract. An EFRP which establishes a futures position for either the buyer or the seller in an expired futures contract shall not be permitted following the termination of trading of an expired futures contract.

#### **120102.F. Final Settlement**

Each contract shall be valued as the contract unit multiplied by the settlement price of the corresponding Gold futures contract.

#### **~~120.04 DELIVERY MONTHS~~**

~~Trading shall be conducted in contract months as shall be determined by the Exchange.~~

#### **~~120.05 TERMINATION OF TRADING~~**

~~Trading terminates on the third last business day of the contract month.~~

#### **~~120.06 PRICE FLUCTUATIONS~~**

~~Prices for an E-micro Gold Futures contract shall be in multiples of ten cents (\$0.10) per Troy Ounce. Contracts shall not be made on any other price basis. There shall be no maximum price fluctuation.~~

#### **~~120.07 DELIVERY AND CONVERSION~~**

~~Delivery shall be made in accordance with Rule 7A06.~~

~~Deliveries for E-micro Gold futures contracts, commencing with the October 2011 contract, will be restricted to multiples of ten E-micro Gold futures on all days on which deliveries may take place with the exception of the last intent day. On the last intent day, there will be no restriction on the delivery quantity.~~

~~Upon delivery of an E-micro Gold Futures contract, the buyer receives/seller delivers an Accumulated Certificate of Exchange ("ACE"), issued by the CME clearing house.~~

~~An ACE represents a 10% ownership in a 100-Troy Ounce Gold bar held in the form of a COMEX gold warrant.~~

~~A Clearing Member may request the issuance of ten (10) ACEs by electronically endorsing to the CME clearing house a COMEX gold warrant representing one (1) 100-Troy Ounce Gold bar.~~

~~ACEs may only be redeemed for a COMEX gold warrant upon the accumulation of ten (10) such certificates. Upon presentation and endorsement to the CME clearing house of ten (10) ACEs, the owner will receive one (1) COMEX gold warrant meeting the specifications of the 100-Troy Ounce Gold Futures contract. Tolerance adjustments for ounces received vs. ounces represented by the ACEs will be made through the CME clearing house.~~

~~Storage charges are invoiced to the Clearing Member who owns the ACEs.~~

~~**120.08 EXCHANGE FOR RELATED POSITION**~~

~~Any exchange for related position (EFRP) transaction shall be governed by the provisions of Exchange Rule 538.~~

**120103.-107. [RESERVED]**

**120108. VALIDITY OF DOCUMENTS**

The Exchange makes no representation respecting the authenticity, validity or accuracy of any document or instrument delivered pursuant to these rules.