

# SUBMISSION COVER SHEET

Exchange Identifier Code (optional) 03-44

Date 11/11/03

**ORGANIZATION**

Citrus

**FILING AS A:**

**DCM**

**DCO**

**DTEF**

**TYPE OF FILING**

• **Rule Amendments**

Self-Certification Under Reg. 40.6(a)

Commission Approval Requested Under Reg. 40.5 or 40.4 (a)

Notification of Rule Amendment Under Reg. 40.6(c)

Non-Material Agricultural Rule Change Determination Under Reg. 40.4(b)

• **New Products**

Self-Certification Under Reg. 40.2 or 41.23

Commission Approval Requested Under Reg. 40.3

**RULE NUMBERS**

By-Law Sections 30, 79 and 82; Rules 1, 16A, 31, 44, 47, 50, 59.00, 59.12 and 63

**DESCRIPTION (Rule Amendments Only)**

Approval for terms and conditions for FCOJ-A and FCOJ-B

*Citrus Associates of the New York Cotton Exchange, Inc.*  
*World Financial Center*  
*One North End Avenue, 13<sup>th</sup> Floor*  
*New York, New York 10282*

**BY ELECTRONIC TRANSMISSION**

03-44

November 11, 2003

Ms. Jean A. Webb  
Secretary of the Commission  
Office of the Secretariat  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21<sup>st</sup> Street, NW  
Washington, DC 20581

Re: **Request for Approval of Terms and Conditions for FCOJ-A and FCOJ-B –  
Submission Pursuant to Section 5c(c)(2) of the Act and Regulation 40.3**

Dear Ms. Webb:

In accordance with Section 5c(c)(2) of the Commodity Exchange Act, as amended and Regulation 40.3, the Citrus Associates of the New York Cotton Exchange, Inc. (“Exchange or Citrus”) requests approval of the terms and conditions for FCOJ-A futures and options contracts (“FCOJ-A”) and a FCOJ-B futures contract (“FCOJ-B”), attached as Exhibit A.

The terms and conditions for FCOJ-A are identical to the terms and conditions of the FCOJ-1 futures and options contracts, except for country of origin. To deliver FCOJ-A, one must deliver FCOJ that comes from either Florida or Brazil or is a blend of both origins (see By-Law Section 82).

The terms and conditions for FCOJ-B are identical to the terms and conditions of the now dormant FCOJ-2 futures contract, except for country of origin. To deliver FCOJ-B, one may deliver FCOJ that comes from any origin (see By-Law Section 82).

FCOJ is primarily produced in the United States and Brazil, and, in the United States, FCOJ is primarily produced in Florida. Statistics from the United States Department of Agriculture (“USDA”) show that, for the time period 2002-2003, world production of FCOJ totaled 2,311,000 metric tons. The United States produced 1,017,00 metric tons or 44% of world production, and Brazil produced 1,086,000 metric tons or 47% of world production. Together, then, the United States and Brazil accounted for 91% of FCOJ produced throughout the world. 208,000 metric tons or 9% of world production were produced in countries other than Brazil and the United States.

Given USDA statistics, the physical stocks available for FCOJ-A delivery comprises approximately 91% of the world's supply.

Many commercial processors have been hesitant to trade and take delivery of FCOJ-1 because the deliverable product for FCOJ-1 can come from any country of origin. The United States Customs Service ("USCS") regulations, 19 CFR Part 134, require that fruit juice processors list all foreign sources on the container label. In order to ease this labeling requirement, USCS issued an interpretation which permits the processors to list no more than ten foreign sources if those countries, in the aggregate, account for at least 75 percent of the foreign sources [see 62 Federal Register 4597 (Sept. 23, 1997)]. In addition, the label must list those sources that are actually in the container, not sources that are representative of the processor's imports. To be able to use standardized labels, most United States processors using foreign sources make sure that at least 75% of the foreign component in the container is from Brazil. Then, they will only have to list Brazil as the foreign source. When taking delivery of FCOJ-A, processors will know that the only foreign source of the FCOJ they will be receiving is Brazil. The processors will be able to use such FCOJ for consumption in the United States without any concerns of violating USCS regulations.

FCOJ-A is a futures contract that more accurately tracks the cash market and fulfills the commercial needs of major FCOJ processors who have been reluctant to participate in the Exchange's futures market. As such, it will be a more efficient risk and hedging tool for the industry.

FCOJ-B will trade as a component of the spread between FCOJ-B and FCOJ-A futures contracts. The spread will be known as the FCOJ Differential contract. A long position in the FCOJ Differential will be equivalent to being long FCOJ-B and short FCOJ-A. A short position in the FCOJ Differential will be equivalent to being short FCOJ-B and long FCOJ-A. The FCOJ Differential will trade until two business days before the first notice day of FCOJ-A and FCOJ-B [see By-Law Section 79 and Rule 47(d)]. The first notice day is the first business day of the expiring month [see Rule 47(b)]. The last trading day for FCOJ-B is the first business day of the expiring month [see Rule 47(c)]. For the two days before first notice day and the last day FCOJ-B may trade (*i.e.*, first notice day), FCOJ-B will trade as an outright futures contract. The deliverable product may come from any origin.

The position limits for FCOJ-A and FCOJ-B are identical to the limits set for FCOJ-1 and FCOJ-2 which were previously approved by the Commission (see Rule 63). FCOJ-A and FCOJ-B will be listed commencing with the May 2005 delivery month. FCOJ-1 will no longer be listed for trading as the last delivery month listed is March 2005 (see Submission No. 03-40 dated September 29, 2003). Therefore, no new amendments were needed to account for positions in FCOJ-1.

The locational differences for the various delivery points are identical to the locational differences set for FCOJ-1 and FCOJ-2 which were both physical delivery futures contracts and approved by the Commission (see Rule 57).

The Exchange certifies that the terms and conditions for FCOJ-A and FCOJ-B comply with the requirements of the Commodity Exchange Act and the rules and regulations promulgated thereunder.

The Exchange's Board of Directors approved the terms and conditions at its meeting on November 3, 2003. One Board member opposed the adoption of such terms and conditions due to his uncertainty that the contracts would bring new business to the Exchange. In addition, the law firm of Cohen, Milstein, Hausfeld & Toll, PLLC on behalf of its clients, TicoFrut, SA and Tampa Juice Service, Inc. ("TJS"), filed with the Exchange an opposing view, which the Board of Directors considered prior to reaching its decision.. The filing is being sent to the Commission under separate cover.

If you have any questions or need further information, please contact me at [jfassler@nybot.com](mailto:jfassler@nybot.com) or 212-748-4084.

Sincerely,

Jill S. Fassler  
Vice President  
Associate General Counsel

cc: David Van Wagner  
Frederick Linse  
Thomas Leahy  
CFTC, Division of Market Oversight  
Allen Cooper  
CFTC, New York Regional Office

(In the text of the amendments below, additions are underlined and deletions are bracketed and lined out.)

### SCOPE

\* \* \*

The Secretary of the Exchange shall cause to be published, from time to time, a listing of such Designated Contracts and Spot Contracts, together with the defined terms used to refer to such contracts throughout the By-Laws and Rules.

Below is the Secretary's listing authorized by the By-Law:

- (1) FCOJ-1 Futures
- (2) Options on FCOJ-1 Futures
- (3) FCOJ Spot Transactions
- (4) FCOJ-~~[2]~~ A Futures
- (5) Options on FCOJ-A Futures
- (6) FCOJ-B Futures

### SECTION 30 COMMITTEE ON QUOTATIONS AND SETTLEMENT PRICES

(a) The Committee on Quotations and Settlement Prices shall consist of the members of the Floor Committee. . . .

\* \* \*

(iii) Any member whose actions or omissions, including, but not limited to, inferior or deficient reporting of sales adversely affects the work of the Committee, shall be subject to Floor Committee Summary Action, Member Responsibility Action, and/or Disciplinary Action as the appropriate Committees determine.

\* \* \*

On the last trading day in the current futures month, the settlement price for the current futures month shall be determined in the same manner as above at the close of trading in the current futures month; the product thereof shall be referred to as the "closing" price. Differences shall be established between the "closing" price of the current futures month and the price prevailing for the nearest active month. Such difference shall be referred to hereinafter as the "Closing Difference". In the event that an FCOJ-~~[+]~~A current futures month shares the same last trading day as an FCOJ-~~[2]~~B futures month, all calculations of the Closing Differences shall be made and applied separately for FCOJ-~~[+]~~A and FCOJ-~~[2]~~B.

[REMAINDER OF BY-LAW UNCHANGED]

### SECTION 79 SCOPE OF CHAPTER

For the purpose of this Section, the FCOJ contract market consists of ~~[two]~~ separate market segments: FCOJ-1, ~~[and FCOJ-2]~~ FCOJ-A and FCOJ-B as described in Section 8~~[0]~~2 herein. Unless otherwise noted in this Section or in subsequent Sections or Rules, futures and options contracts on FCOJ-1, ~~[and FCOJ-2]~~ FCOJ-A and FCOJ-B will be subject to the same Exchange Rules.

This Chapter governs transactions in:

- (a) FCOJ-1 futures contracts;
- ~~[(b) FCOJ-2 futures contracts;]~~
- ~~[(e)]~~b) options on FCOJ-1 futures contracts~~[-];~~

### EXHIBIT A

- (c) FCOJ-A futures contracts;
- (d) FCOJ-B futures contracts; and
- (e) options on FCOJ-A futures options.

FCOJ-[2]B futures contracts shall trade only as a component of the spread between FCOJ-[2]B and FCOJ-[1]A futures contracts plus one hundred cents for any like trading month (hereafter known as “FCOJ Differential contracts”), until such time as set forth in Rule 47(d); and thereafter FCOJ-[2]B futures contracts may trade as an outright as well as a component of the spread until the Last Trading Day as set forth in Rule 47(c). A long position in the FCOJ Differential is equivalent to being long FCOJ-B and short FCOJ-A. A short position in the FCOJ Differential is equivalent to being short FCOJ-B and long FCOJ-A.

## **SECTION 82 FROZEN CONCENTRATED ORANGE JUICE TENDERABLE AGAINST EXCHANGE CONTRACTS**

(a) *FCOJ-1*: “U.S. Grade A” with a Brix value of not less than 62.5 degrees having a Brix value to acid ratio of not less than 14.0 to 1 nor more than 18.0 to 1 and a minimum score of 94, with the minimums for the component factors fixed at 37 for color, 37 for flavor and 19 for defects.

(b) [~~*FCOJ-2*: In addition to the requirements of Section 82(a) herein, *FCOJ-2* shall be 100% Florida origin, 100% Brazil origin, or blends thereof.~~] *FCOJ-A*: “US Grade A” with a Brix value of not less than 62.5 degrees having a Brix value to acid ration of not less than 14.0 to 1 nor more than 19.0 to 1 and a minimum score of 94, with the minimums for the component factors fixed at 37 for color, 37 for flavor and 19 for defects; product shall be 100% Florida origin, 100% Brazil origin, or blends thereof.

(c) *FCOJ-B*: “US Grade A” with a Brix value of not less than 62.5 degrees having a Brix value of acid ration of not less than 14.0 to 1 nor more than 19.0 to 1 and a minimum score of 94, with a minimums for the component factors fixed at 37 for color, 37 for flavor and 19 for defects.

FCOJ as specified in subparagraphs a, [~~and~~] b and c above is the quality of frozen concentrated orange juice that is deliverable under Exchange contract, provided that frozen concentrated orange juice with a Brix value of more than 66 degrees shall be calculated as having 7.278 pounds of solids per gallon delivered. . . .

[REMAINDER OF BY-LAW UNCHANGED]

## **RULE 1 EXCHANGE HOURS**

(a) The hour of opening the Exchange for trading in all FCOJ futures contracts and [~~FCOJ-1~~] options contracts shall be 10:00 a.m. and the Exchange shall remain open for trading until 1:30 p.m.

\* \* \*

(f) On the last trading day in FCOJ futures contracts, trading in an expiring FCOJ futures contract month shall cease at 12:00 p.m., and trading in an expiring FCOJ[1] options contract month shall cease at same time as all other option contract months.

## **RULE 16A COMBINATION TRANSACTIONS**

(a) Members of this Exchange are permitted to execute the following intercommodity combination transactions:

- (i) long FCOJ-[1]A and long Diff futures; and
- (ii) short FCOJ-[1]A and short Diff futures.

[REMAINDER OF RULE UNCHANGED]

**RULE 31 QUALIFICATIONS**

\* \* \*

(d) *USDA Inspection*

\* \* \*

(2) In the conduct of continuous inspection, the USDA may conduct such tests, as they deem necessary, to provide assurance that the FCOJ meets the requirements set forth in By-Law 82 for FCOJ-1, [~~and FCOJ-2~~] FCOJ-A and FCOJ-B. The FCOJ-~~[2]~~A includes the origin designation of “Florida”, “Brazil” or “Florida/Brazil” in the following manner:

[REMAINDER OF RULE UNCHANGED]

**RULE 44 SHIPPING CERTIFICATE - FROZEN CONCENTRATED ORANGE JUICE**

~~[(A) FCOJ-1]~~

The following form of Frozen Concentrated Orange Juice Shipping Certificate shall be used:

Check One: FCOJ-1 FCOJ-A FCOJ-B

CITRUS ASSOCIATES OF THE NEW YORK COTTON EXCHANGE, INC. (Exchange)  
FROZEN CONCENTRATED ORANGE JUICE SHIPPING CERTIFICATE FOR DELIVERY IN  
SATISFACTION OF AN EXCHANGE CONTRACT.

\* \* \*

This is to certify that the aforesaid tank facility has on hand and shall deliver to bearer 15,000 lbs. solids (plus or minus 3%) of frozen concentrated orange juice, as specified above, [~~FCOJ-1~~] at the unloading platform of said facility meeting the specifications for deliverable frozen concentrated orange juice under the By-Laws, Rules and Regulations of the Exchange upon the surrender of this shipping certificate and the payment only of all unpaid storage charges due to the facility for periods subsequent to the date of the issuance of this certificate and of such load-out charges which have not been previously paid to the facility.

**TERMS AND CONDITIONS**

(1) (a) The facility agrees to deliver for shipment the frozen concentrated orange juice, as specified above, [~~FCOJ-1~~] commencing no later than 10 calendar days (“Day 10”) and ending no later than 30 business days (“Day 30”) after the date of demand by the holder. All requests for delivery made by a single holder or a nominee of that holder within a five day continuous period may be declared to be a batch and will be subject to the same date of demand. For purposes of this certificate, the term “date of demand” means the date on which the facility receives the shipping certificate, or in the case of the batch being declared by the facility, the term “date of demand” will refer to the first date of receipt of the certificate in such declared batch, and the term “multiple demand” means demands by the same person for delivery on 2 or more certificates with identical dates of demand.

\* \* \*

(c) In the event that the facility is unable to make available frozen concentrated orange juice, as specified above, [~~FCOJ-1~~] before the end of Day 10 then:

\* \* \*

(d) The holder and the facility shall use their best efforts to coordinate dates and times within which the frozen concentrated orange juice, as specified above [(FCOJ-1)], in satisfaction of shipping certificate(s), will be made available and picked up.

(e) In the event that the facility is unable to make available frozen concentrated orange juice, as specified above, [(FCOJ-1)] before the end of Day 30, then:

\* \* \*

(2) The facility agrees to deliver for shipment the frozen concentrated orange juice, as specified above, [(FCOJ-1)] at a maximum temperature of 20 degrees Fahrenheit.

(3) In the event of a failure of the holder of this certificate to pay storage for three months, the undersigned reserves the right to sell or dispose of the frozen concentrated orange juice, as specified above, [FCOJ-1 hereunder] and claims a lien against the frozen concentrated orange juice, as specified above, [FCOJ-1] or against the person entitled under this document or on the proceeds thereof in his possession for charges for storage, transportation, loading, handling (including the demurrage and terminal charges), labor and other charges present or future in relation to the goods and for expenses necessary for the preservation of the goods or reasonably incurred in their sale pursuant to law.

(4) This shipping certificate is subject to conversion to a warehouse receipt requiring delivery by drums of FCOJ[-], as specified above, upon demand of the facility after the expiration of one year from the date hereof. In case of such demand, the facility shall give notice thereof to the holder of this certificate if its identity and location have been furnished to the facility. The holder of this certificate should notify the facility of its identity and location not later than one year from the date hereof, failing which, delivery of the frozen concentrated orange juice, as specified above, [FCOJ-1] represented by this certificate may require conversion to a warehouse receipt prior to its delivery. Notice of the holders identity and location shall be held confidential by the facility.

\* \* \*

[(B) FCOJ-2

The following form of Frozen Concentrated Orange Juice Shipping Certificate shall be used:

~~CITRUS ASSOCIATES OF THE NEW YORK COTTON EXCHANGE, INC. (Exchange) FROZEN CONCENTRATED ORANGE JUICE (FCOJ-2) SHIPPING CERTIFICATE FOR DELIVERY IN SATISFACTION OF AN EXCHANGE CONTRACT.~~

\_\_\_\_\_  
*Licensed Tank Facility*

\_\_\_\_\_  
*Located at*

*Tank Facility No.* \_\_\_\_\_

*Shipping Certificate No.* \_\_\_\_\_

~~This is to certify that the aforesaid tank facility has on hand and shall deliver to bearer 15,000 lbs. solids (plus or minus 3%) of frozen concentrated orange juice (FCOJ-2) at the unloading platform of said facility meeting the specifications for deliverable frozen concentrated orange juice under the By Laws, Rules and Regulations of the Exchange upon the surrender of this shipping certificate and the payment only of all unpaid storage charges due to the facility for periods subsequent to the date of the issuance of this certificate and of such load-out charges which have not been previously paid to the facility.~~



~~(1) (a) The facility agrees to deliver for shipment the frozen concentrated orange juice (FCOJ-2) commencing no later than 10 calendar days ("Day 10") and ending no later than 30 business days ("Day 30") after the date of demand by the holder. All requests for delivery made by a single holder or a nominee of that holder within a five day continuous period may be declared to be a batch and will be subject to the same date of demand. For purposes of this certificate, the term "date of demand" means the date on which the facility receives the shipping certificate, or in the case of the batch being declared by the facility, the term "date of demand" will refer to the first date of receipt of the certificate in such declared batch, and the term "multiple demand" means demands by the same person for delivery on 2 or more certificates with identical dates of demand.~~

~~(i) All other rules that govern the times of delivery may be suspended if a facility requests the Warehouse and Delivery Committee to determine if an inappropriate number of requests for delivery during any given period of physical deliveries have been received.~~

~~(ii) The facility will immediately contact the Secretary of the Exchange, or his designees. The information regarding delivery requests will be promptly relayed to the Warehouse and Delivery Committee. The Committee or a Panel of the Committee appointed by the President will decide if an inappropriate number of requests has been made. If they so decide they will set up a schedule of deliveries that will permit all deliveries to occur during a period not to exceed 30 business days from the demand date.~~

~~(b) In making deliveries within the time period set forth in this certificate, the facility shall use its best efforts to make prompt deliveries in an orderly manner, including, but not limited to, the making of weekly pro-rata deliveries, beginning during the week within which Day 10 falls, to satisfy multiple demands outstanding.~~

~~(c) In the event that the facility is unable to make available frozen concentrated orange juice (FCOJ-2) before the end of Day 10 then:~~

~~(1) the facility shall pay as penalty to the holder \$150 a day for each business day after Day 10 that the facility is unable to fulfill this certificate;~~

~~(d) The holder and the facility shall use their best efforts to coordinate dates and times within which the frozen concentrated orange juice (FCOJ-2), in satisfaction of shipping certificate(s), will be made available and picked up.~~

~~(e) In the event that the facility is unable to make available frozen concentrated orange juice (FCOJ-2) before the end of Day 30, then:~~

~~(i) the facility shall pay as a penalty to the holder \$150 a day for each business day after Day 30 that the facility fails to fulfill this certificate; and~~

~~(ii) storage charges incurred through Day 30 remain in effect; however, storage charges arising after Day 30 shall be waived; provided, however, that if the holder does not adhere to the schedule called for in Section (1)(d) of this certificate, then the above penalty shall not apply and a new Day 10 and/or Day 30 may be commenced on any certificate(s) upon which the schedule was violated.~~

~~(2) The facility agrees to deliver for shipment the frozen concentrated orange juice (FCOJ-2) at a maximum temperature of 20 degrees Fahrenheit.~~

~~(3) In the event of a failure of the holder of this certificate to pay storage for three months, the undersigned reserves the right to sell or dispose of the frozen concentrated orange juice (FCOJ-2) hereunder and claims a lien against the frozen concentrated orange juice (FCOJ-2) or against the person entitled under this document or on the proceeds thereof in his possession for charges for storage, transportation, loading, handling (including the demurrage and terminal charges), labor and other charges present or future in relation to the goods and for expenses necessary for the preservation of the goods or reasonably incurred in their sale pursuant to law.~~

~~(4) This shipping certificate is subject to conversion to a warehouse receipt requiring delivery by drums of FCOJ-2 upon demand of the facility after the expiration of one year from the date hereof. In case of such demand, the facility shall give notice thereof to the holder of this certificate if its identity and location have been furnished to the facility. The holder of this certificate should notify the facility of its identity and location not later than one year from the date hereof, failing which, delivery of the frozen concentrated orange juice (FCOJ-2) represented by this certificate may require conversion to a warehouse receipt prior to its delivery. Notice of the holders identity and location shall be held confidential by the facility.~~

~~(5) (a) This shipping certificate may not be tendered in satisfaction of an Exchange contract under the By Laws, Rules, and Regulations of the Citrus Associates of the New York Cotton Exchange, Inc. unless this certificate has been registered and assigned a number by the Exchange Registrar.~~

~~(b) The By Laws, Rules, and procedures of the Citrus Associates of the New York Cotton Exchange, Inc. limit the number of shipping certificates that the Exchange is obligated to register.~~

~~(6) UNLESS THE SHIPPING CERTIFICATE IS SIGNED, REGISTERED AND PROPERLY ENDORSED BY THE REGISTRAR WITH THE EXCHANGE SEAL IT MAY NOT BE USED FOR EXCHANGE PURPOSES.~~

Signed at \_\_\_\_\_  
\_\_\_\_\_ Tank Facility

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signatory of Licensed Facility

\_\_\_\_\_  
Assigned #

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Exchange Registrar

~~THIS SHIPPING CERTIFICATE MAY ONLY BE CANCELED UPON NOTICE TO THE REGISTRAR'S OFFICE.]~~

## **RULE 47 TRADING MONTHS, NOTICES AND DELIVERIES**

\* \* \*

### *(b) First and Last Notice Days*

(1) The first Notice Day for FCOJ-1, ~~[and FCOJ-2]~~ FCOJ-A and FCOJ-B shall be the first business day of the expiring month

(2) The last notice day for FCOJ-1 and FCOJ-A shall be the 5<sup>th</sup> business day prior to the last business day of the expiring month.

(3) The last notice day for the FCOJ-~~[2]~~B shall be the 6<sup>th</sup> business day prior to the last business day of the expiring month.

### *(c) Last Trading Day*

(1) The last day of trading in FCOJ-1 and FCOJ-A futures is the 15<sup>th</sup> last business day of the month.

(2) The last day of trading in FCOJ-[2]B futures is the first business day of the month.

(d) FCOJ-[2]B Futures contracts shall trade only as a component of the FCOJ Differential until the close of trading on the second business day preceding first notice day. Thereafter, FCOJ-[2]B may trade as an outright futures contract as well as a component of a spread until its last day of trading as set forth in Rule 47(c).

\* \* \*

(f) *Procedures Re Notices*

\* \* \*

(3) Every notice of delivery shall be for 15,000 pounds of solids showing the deliverer's invoice number and the facility from which the frozen concentrated orange juice will be delivered. The notice shall be in the following form:

\* \* \*

(E) notices shall be in the following form, or in a form substantially similar that is acceptable to the Clearing Corporation:

\* \* \*

(b) FCOJ-[2]A

**CITRUS ASSOCIATES OF THE NEW YORK COTTON EXCHANGE, INC.**

**NOTICE OF DELIVERY FOR FROZEN CONCENTRATED ORANGE JUICE (FCOJ-[2]A) CONTRACT**

NYCC No. \_\_\_\_\_

INTERNAL REFERENCE NO. \_\_\_\_\_

ISSUE DATE \_\_\_\_\_

TO: The Clearing Corporation

PLEASE TAKE NOTICE THAT, on \_\_\_\_\_

in accordance with and subject to the By-Laws and Rules of the Citrus Associates of the New York Cotton Exchange, Inc., we shall deliver to the clearing member(s) designated by the NYCC \_\_\_\_\_ contract(s) with the following specifications;

For each contract warehouse receipt(s) (drum)/or shipping certificate(s) (tank), will be delivered representing 15,000 pounds, 3 percent more or less, of solids of frozen concentrated orange juice (FCOJ-[2]A) at the notice price of cents per pound from the following warehouse/delivery point:

\_\_\_\_\_  
Prefix Warehouse/Delivery Point\* (Number Name)

\_\_\_\_\_  
Clearing Member Name and Number

\* Separate notice forms must be completed for each Warehouse or Tank facility delivery point.

Such Notice, if issued and tendered as herein provided, shall be accepted by the clearing member of the Exchange receiving such notice.

The difference between the price of every contract on which such Notice is tendered and the price at which the Notice is issued shall be paid on the day following the date of the Notice.

The failure on the part of the holder of any Notice to notify the issuer thereof, as provided therein, shall subject him to a penalty of One Hundred Twenty-Five Dollars for each Notice, to be paid to the issuer thereof, the contract to remain in full force.

The Secretary, or his representative, shall at the close of the Exchange on the day previous to each Notice day, post upon the bulletin of the Exchange the price at which Notices shall be issued on the following day. The respective frozen concentrated orange juice (FCOJ-[2]A) shall be paid for at the Notice price plus or minus the difference between said price and the settlement price the day previous to delivery as determined by the Exchange.

Print Name          Print Number

By: \_\_\_\_\_

Authorized Signatory          (Sign)

\_\_\_\_\_  
Authorized Signatory Print Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

TO BE DELIVERED TO THE OFFICE OF THE CLEARING CORPORATION PRIOR TO 6:00 P.M.  
ON BUSINESS DAY PRIOR TO NOTICE DAY.

(c) FCOJ-B

**CITRUS ASSOCIATES OF THE NEW YORK COTTON EXCHANGE, INC.**

**NOTICE OF DELIVERY FOR FROZEN CONCENTRATED**

**ORANGE JUICE (FCOJ-B) CONTRACT**

NYCC No:

INTERNAL REFERENCE NO

ISSUE

DATE \_\_\_\_\_

TO:    Clearing Corporation

PLEASE TAKE NOTICE THAT, on \_\_\_\_\_  
in accordance with and subject to the By-Laws and Rules of the Citrus Associates of the New York  
Cotton Exchange, Inc., we shall deliver to the clearing member(s) designated by the NYCC  
contract(s) with the following specifications:

For each contract \_\_\_\_\_ warehouse receipt(s) (drum/or shipping certificate(s) (tank), will be  
delivered representing 15,000 pounds, 3 percent more or less, of solids of frozen concentrated orange  
juice (FCOJ-B) at the notice price of \_\_\_\_\_ cents per pound from the following warehouse/delivery  
point:

\_\_\_\_\_  
Prefix Warehouse/Delivery Point\*  
Number One

\_\_\_\_\_  
Clearing Member Name and Number  
Print Name          Print Number

By: \_\_\_\_\_  
Authorized Summary          (Sign)

\_\_\_\_\_  
Authorized Signatory Print Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

TO BE DELIVERED TO THE OFFICE OF THE CLEARING CORPORATION PRIOR TO 6:00 P.M.  
ON BUSINESS DAY PRIOR TO NOTICE DAY.

\* Separate notice forms must be completed for each Warehouse or Tank facility delivery point.

Such Notice, if issued and tendered as herein provided, shall be accepted by the clearing member of the Exchange receiving such notice.

The difference between the price of every contract on which such Notice is tendered and the price at which the Notice is issued shall be paid on the day following the date of the Notice.

The failure on the part of the holder of any Notice to notify the issuer thereof, as provided therein, shall subject him to a penalty of One Hundred Twenty-Five Dollars for each Notice, to be paid to the issuer thereof, the contract to remain in full force.

The Secretary, or his representative, shall at the close of the Exchange on the day previous to each Notice day, post upon the bulletin of the Exchange the price at which Notices shall be issued on the following day. The respective frozen concentrated orange juice (FCOJ-B) shall be paid for at the Notice price plus or minus the difference between said price and the settlement price the day previous to delivery as determined by the Exchange.

## **RULE 50 DELIVERY OF INVOICE AND DOCUMENTS**

\* \* \*

### *(b)(1) Drum Delivery*

On drum delivery, the deliverer shall tender the receiver before 1:00 p.m. on the day prior to the day of delivery the following documents: an Exchange Certificate; a Certificate of Quality and Condition issued by the U.S.D.A.; a Packer's Manifest showing drum numbers, net weight, Brix, Brix to acid ratio and pounds of solids; a document evidencing storage charges paid through at least to the end of the delivery month and a completed invoice. In addition, if FCOJ-[2]A is delivered, the deliverer shall also tend to the receiver a Certificate of Origin issued by the U.S.D.A.

[REMAINDER OF RULE UNCHANGED]

## **RULE 59.00 SCOPE**

(a) [~~The By-Laws and Rules of the Exchange shall generally govern options on the frozen concentrated orange juice futures contract and the Rules contained in this Chapter shall specifically govern matters relating to such options.~~] This Chapter governs transactions involving option contracts to buy or sell any FCOJ-1 futures contract or FCOJ-A futures contract. Unless otherwise noted in this Chapter, option contracts on FCOJ-1 and FCOJ-A will be subject to the same Exchange By-Laws and Rules. In the event of a conflict between the By-Laws and Rules of general application (other than Section 35 of the By-Laws - Emergency Action) and these specific Rules, these Rules shall govern.

## **RULE 59.12 POSITION LIMITS IN FROZEN CONCENTRATED ORANGE JUICE FUTURES OPTIONS**

[(a) The maximum net position in frozen concentrated orange juice futures (FCOJ<sup>2</sup>) and/or options which any one person may own or control is as set forth in Rule 63:

- ~~(1) 300 futures contracts in the futures spot month;~~
- ~~(2) 1500 futures equivalents in any other month; and~~
- ~~(3) 2300 futures equivalents in all months combined.] See Rule 63.~~

[REMAINDER OF RULE UNCHANGED]

## **RULE 63 SPECULATIVE POSITION LIMITS**

(a) *Position Limits*

(1) The limit on the maximum net long or net short position on a futures equivalent basis which any one person may hold or control under contracts for futures delivery of Frozen Concentrated Orange Juice (“FCOJ”) or options thereon is:

(a) 1800 in any other month; and (b) 3000 in all months combined.

In addition, the maximum gross long and/or short position that any one person may hold or control is 300 contracts for any month for which delivery notices have or may be issued.

(2) The limit on the maximum net long or net short position on a futures equivalent basis which any one person may hold or control under contracts for future delivery of FCOJ Differentials (“Diff”) or options thereon is:

(a) 1800 in any month; and (b) 3000 in all months combined.

[REMAINDER OF RULE UNCHANGED]