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March 27, 2009 SECRETARIAT

VIA E-MAIL

Mr. David Stawick
Office of the Secretariat
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, D.C. 20581

Re: Notification of Rule Amendment. New York Mercantile Exchange, Inc. Submission # 09.50: Notification of Amendment to NYMEX Chapter 590 Relating to Disclaimer References for the Argus Propane Far East Index Swap Futures Contract

Dear Mr. Stawick:

The New York Mercantile Exchange, Inc. ("NYMEX" or "Exchange") is notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") that it is amending NYMEX Rule 590.09 ("Disclaimer") for the Argus Propane Far East Index swap futures contract. Rule 590.09 incorrectly identifies Platts as the provider of price assessments for this contract. The attached Rule amendment corrects this error and properly identifies Argus Media as party to the disclaimer for this contract. This is a housekeeping amendment and is not substantive.

This filing is being made pursuant to Section 5c(c) of the Commodity Exchange Act ("Act") and CFTC Rule 40.6(c). This change will become effective on March 31, 2009.

Should you have any questions concerning the above, please contact Daniel Brusstar at (212) 299-2604 or the undersigned at (202) 638-3838.

Sincerely,

De'Ana H. Dow
Managing Director
Government Relations

Attachment: Rule Amendment

(bold/underline indicates additions; strikethrough indicates deletions)

Argus Propane Far East Index Swap Contract

590.09 Disclaimer

~~Platts, a division of The McGraw Hill Companies, Inc. ("Platts")~~Argus Media ("Argus"), licenses ~~the~~ The New York Mercantile Exchange, Inc. ("NYMEX") to use various ~~Platts'~~ price assessments in connection with the trading of the contracts.

NEITHER NYMEX AND ITS AFFILIATES NOR ARGUS ~~PLATTS~~ GUARANTEES THE ACCURACY AND/OR COMPLETENESS OF THE ASSESSMENT OR ANY OF THE DATA INCLUDED THEREIN.

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