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OFFICE OF THE SECRETARY

Rule Self-Certification

December 23, 2008

Office of the Secretary
Commodity Futures Trading Commission
Three Lafayette Center
1155 21st St., N.W.
Washington, D.C. 20581

Re: New Product: IDEX USD Interest Rate Swap Futures Contracts
New Rules 1500 - 1505 and F1 - F37
Amended Rules 10, 11, 1201, 1401, 1500
Fee Schedule Amendment
PBOT Regulatory Alert
Clearing Services Agreement and Amendments
Reference File SR-PBOT-2008-17

Ladies and Gentlemen:

Pursuant to Section 5c(c)(1) of the Commodity Exchange Act, as amended ("Act"), and Section 40.2 of the regulations promulgated by the Commodity Futures Trading Commission ("CFTC") under the Act, the Philadelphia Board of Trade, Inc. ("PBOT" or "Exchange") hereby submits the attached new Rules 1500 - 1505 regarding IDEX USD Interest Rate Swap Futures Contracts. The intended listing date for this new product is December 29, 2008. The Exchange will inform the Commission if any delay in the listing date should occur.

Pursuant to Section 5c(c)(1) of the Act and Section 40.6 of the CFTC regulations, PBOT is also submitting:

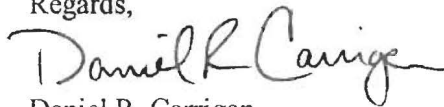
- 1) Rules F1 - F37, the IDEX XT Electronic Trading Rules (all new)
- 2) Amendments to Rule 10, Clearing Corporation, Rule 11, Clearing Member, Rule 1201, Scope and Application of Section, Rule 1401, Scope and Application of Section, and Rule 1500, Clearing Corporation Rules. The amendments reflect that certain new contracts to be listed on the Exchange will be cleared by International Derivatives Clearinghouse LLC, while listed contracts which are currently cleared by The Options Clearing Corporation ("OCC") will continue to be cleared by OCC. Rule 1500 is being revised to reflect that it applies only to OCC, and it is being renumbered to permit the inclusion of product-related rules in Chapters 1500 and 1600.
- 3) A PBOT Fee Schedule Amendment. The purpose of the amendment is to establish that Transaction Charges will not apply to transactions in contracts that are cleared by International Derivatives Clearinghouse LLC.

The new rules and rule amendments (including the fee schedule amendment) will become effective December 29, 2008 and are attached to the enclosed PBOT Regulatory Alert which will be issued no sooner than December 29, 2008.

Finally, enclosed as Appendix A is the Clearing Services Agreement dated August 20, 2008 between International Derivatives Clearinghouse LLC and the Exchange, the Clearing Services Agreement Amendment effective as of October 16, 2008, the Second Clearing Services Agreement Amendment, effective as of December 29, 2008, and the Third Clearing Services Agreement Amendment dated as of December 22, 2008 (together, the "Clearing Agreement"). The Exchange is requesting confidential treatment of Appendix A pursuant to a FOIA request.

There were no opposing views among the PBOT's Board of Directors, members or market participants. PBOT hereby certifies that these new rules, rule amendments and new product, as well as the PBOT Regulatory Alerts and the Clearing Agreement, comply with the Commodity Exchange Act and regulations thereunder.

Regards,

A handwritten signature in black ink that reads "Daniel R. Carrigan". The signature is written in a cursive style with a large, prominent "D" and "C".

Daniel R. Carrigan
Senior Managing Director

cc w/att: Mr. Glenn Swann
Mr. J. Goodwin
Mr. Ed Dasso

PBOT REGULATORY ALERT

TO: Philadelphia Board of Trade Members and Member Organizations

DATE: December 29, 2008

RE: SR-PBOT-2008-17

On December 23, 2008 the Philadelphia Board of Trade filed with the Commodity Futures Trading Commission SR-PBOT-2008-17, which:

- Adopts new Rules 1500 - 1505, IDEX USD Interest Rate Swap Futures Contracts. The Exchange intends to list the IDEX USD Interest Rate Swap Futures Contracts for trading on the IDEX XT Electronic Trading System on December 29, 2008.
- Adopts new Rules F1 - F37, IDEX XT Electronic Trading Rules.
- Amends Rule 10, Clearing Corporation, Rule 11, Clearing Member, Rule 1201, Scope and Application of Section, Rule 1401, Scope and Application of Section, and Rule 1500, Clearing Corporation Rules. The amendments reflect that certain new contracts to be listed on the Exchange will be cleared by International Derivatives Clearinghouse LLC, while listed contracts which are currently cleared by The Options Clearing Corporation ("OCC") will continue to be cleared by OCC. Rule 1500 is being revised to reflect that it applies only to OCC, and it is being renumbered to permit the inclusion of product-related rules in Chapters 1500 and 1600.
- Amends the PBOT Fee Schedule. The purpose of the amendment is to establish that Transaction Charges will not apply to transactions in contracts that are cleared by International Derivatives Clearinghouse LLC.

The new rules and rule amendments, effective December 29, 2008, are attached.

Members and Member Organizations are reminded that effective January 1, 2009, PBOT Regulatory Alerts will be sent only by email to those who subscribe to receive them electronically. The mailing of hard copy will be permanently discontinued.

Please contact Carla Behnfeldt at (215) 496-5208 with any questions regarding this rule filing.

all new language

Chapter 1500

IDEX USD Interest Rate Swap Futures Contracts

Rule 1501. Scope and Application of Section

The Rules in this Section shall be applicable to the trading on the Exchange of IDEX USD Interest Rate Swap Futures Contracts ("Swap Futures Contracts") cleared by the International Derivatives Clearinghouse, LLC ("Clearinghouse"), the terms and conditions of such contracts and settlement thereof, and other matters relating to such contracts. The Swap Futures Contracts shall trade on the IDEX XT Trading System including EFS transactions executed by means of the IDEX SwapDrop Portal pursuant to the rules applicable to that system.

Rule 1502. Contract Specifications.

(a) *Description.*

Underlying. Swap Futures Contracts are futures on United States dollar-denominated interest rate swaps with a notional value of \$100,000, requiring the exchange of periodic payments of semi-annual fixed rate payments based on the futures price in exchange for quarterly floating-rate payments based on the 3-month US Dollar London Interbank Offered Rate (the "USD LIBOR").

Payment Schedule. Periodic payments on the Swap Futures Contract will be made on a quarterly basis for the floating rate payments, and on a semi-annual basis for the fixed rate payments. Each payment date in the Swap Futures Contract will be defined by the Effective Date, the Maturity Date, and the payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The Effective Date (start of first accrual period) shall be 2 Week Days after the execution date of any individual Swap Futures Contract, adjusted by the Following Business Day convention for New York.

The Maturity Date shall be the final payment date unadjusted by any Business Day convention of the Swap Futures Contract and shall be established by the Exchange on the listing date.

The Reset Date shall be 2 London Business Days preceding the start of the floating interest accrual period. The only exception to this is the first floating interest accrual period where the Reset Date will be the execution date unless this is not a good London Business Day in which case the Reset Date will be the first good London Business Day preceding the listing date.

The Start Date of the nth interest accrual period is the Effective Date for the series plus (n-1)* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following Business Day convention for New York and London.

The End Date of the nth interest accrual period is the Effective Date for the series plus n* payment frequency of the fixed or floating side as appropriate, adjusted by the Modified Following business day convention for New York and London.

The Interest Payment Date of the nth interest period is the End Date of the same interest accrual period.

For purposes of these rules, the following conventions determine how non-business days are treated:

(i) "Following" means the date will be adjusted to be the first following day that is a Business Day in the locations listed;

(ii) "Modified Following" means the date will be adjusted to be the first following day that is a Business Day in the locations listed unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day in the locations listed;

(iii) "Preceding" means the date will be adjusted to the first preceding day that is a Business Day in the locations listed;

(iv) "Business Day" means a day in which the banking system is open to settle payments in the locations listed; and

(v) "Week Day" means any calendar day which is not a Saturday or Sunday

Floating Rate Payment. The floating rate payment for a given accrual period shall be an amount equal to the Notional Value multiplied by the USD LIBOR setting multiplied by the actual number of days in the accrual period, divided by 360.

Fixed Rate Payment. The fixed rate payment for a given accrual period shall be equal to the notional value multiplied by the fixed rate multiplied by the number of days in the interest period in respect of which payment is being made divided by 360, calculated on a formula basis as follows;

$$\{[360 \times (Y2-Y1)] + [30 \times (M2-M1)] + (D2-D1)\}/360$$

Where:

Y1 is the year, expressed as a number, in which the start date of the interest period falls

Y2 is the year, expressed as a number, in which the end date of the interest period falls

M1 is the calendar month, expressed as a number, in which the start date of the interest period falls

M2 is the calendar month, expressed as a number, in which the end date of the interest period falls

D1 is the first calendar day expressed as a number, of the interest period, unless such a number would be 31, in which case D1 will be 30.

D2 is the last calendar day, expressed as a number, of the interest period, unless such a number would be 31 and D1 is greater than 29, in which case D2 will be 30.

(b) *Schedule.* The Exchange at any given time may list for trading Swap Futures Contracts having maturities from one day to thirty years (with one year comprising 365 days, or 366 days for leap years), with one maturity of Swap Futures Contract maturing on every calendar day. The maturity

of each individual Swap Futures Contract shall be established by the Exchange on the date each such contract is listed by the Exchange

(c) *Minimum Increments.* The price of the Swap Futures Contract is the price of the fixed leg portion of the swap. Minimum price intervals are expressed in terms of the interest rate on the fixed rate portion of the Swap Futures Contracts. The minimum price interval is .001 for Contracts traded on the IDEX XT trading system and .00001 for Contracts established by means of EFS through the SwapDrop Portal.

(d) *Last Trading Day.* Trading of any individual Swap Futures Contract terminates at the close of trading on the Business Day preceding that contract's Maturity Date. For purposes of this rule, a Business Day is any day on which the Exchange is open for the trading of Swap Futures Contracts.

(e) *Contract Modifications.* Specifications are fixed as of the first day of trading of a contract. If any U.S. government agency or body with authority issues an order, ruling, directive or law that conflicts with the requirements of these rules, such order, ruling, directive or law shall be construed to take precedence and become part of these rules, and all open and new contracts shall be subject to such government orders.

(f) *No-Break Range.* Pursuant to Rule F26, The "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Exchange based on trading activity in the contract at the time of the dispute or by surveying at least three market participants not involved in the transaction in question.

(g) *Reportable Position.* Pursuant to Commission Regulation Section 15.03 and Part 17 of the Commission's Regulation, the position level that is required to be reported to the Exchange and Commission is any open position in a particular Swap Futures Contract at the close of trading on any trading day equal to or in excess of twenty-five on either side of the market

(i) *Position Accountability.* A person owning or controlling more than 3,000 contracts net long or net short in all contract maturities combined shall provide, in a timely fashion, upon request by the Exchange, information regarding the nature of the position, trading strategy, and hedging information, if applicable.

1503. Settlement

(a) *Daily Settlement Price.* Each open position is valued by the Clearinghouse at the end of each trading day by valuing each leg of the cash flows of the contract (fixed and floating) according to discount factors generated by the IDEX Curve. Each Trading Day, the Daily Settlement Price shall be established by the Clearinghouse based upon the IDEX Curve that corresponds to the fixed rate portion of the swap. A net present value of the position will be determined and set as the Daily Settlement Price. Notwithstanding the preceding sentence, the Clearinghouse may, in its sole discretion, establish a Daily Settlement Price that is a fair and appropriate reflection of the market. The Final Settlement Price shall be the Daily Settlement Price on the Last Trading Day.

(b) *Final Settlement Date.* The Final Settlement Date shall be the Final Payment Date of each individual Swap Futures Contract. Clearing Members holding open positions in a Swap Futures Contract at the termination of trading in that Contract shall make payment to or receive payment from the Clearinghouse in accordance with normal variation and performance bond procedures based on the net of the Fixed and Floating Rate Interest payment of the last interest accrual period.

1504. Margin Requirements. Pursuant to Rule F11, Customer Margin, the Exchange will publish the minimum initial and maintenance margin rates and other requirements for IDEX USD Interest Rate Swap Futures Contract to Members or other appropriate means.

1505. Transfer of Contracts to New Exchange. Swap Futures Contracts may be delisted by the Exchange and upon such delisting, be listed by another designated contract market, derivatives transaction execution facility, or exempt board of trade (each a "New Exchange"). Swap Futures Contracts shall become subject to the rules of the New Exchange upon the transfer of the listing for trading of such contracts from the Exchange to the New Exchange.

all new language

IDEX XT ELECTRONIC TRADING RULES (Rules F1-F37)

Rule F1. Electronic Trading Generally

IDEX XT related activity is governed by Rules F1 through and including F37, which prevail in the event of any conflict with any other Exchange Rule. Except for the General Trading Rules of Section 3 and the PBOT XL Electronic Trading Rules (Rules E1-E38), which are inapplicable, all other Rules and By-Laws of the Exchange apply to IDEX XT related activity unless expressly excluded from application.

Rule F2. Definitions and Rules of Construction

(a) When used in these Rules, these terms have the following meanings:

Authorized Trader. The term "Authorized Trader" means an employee or other individual associated with a Member or Member Organization or a broker who is authorized by that Member or Member Organization and the Exchange to submit Orders into IDEX XT and/or report EFS transactions to the IDEX SwapDrop Portal. Only a natural person can be an Authorized Trader, and only an Authorized Trader can submit orders into IDEX XT or report EFS transactions to the IDEX SwapDrop portal.

Clearing Member. The term "Clearing Member" means a Member or Member Organization designated by the Clearinghouse to clear Contracts on behalf of its Proprietary Account, and/or its Customers, and/or Non-Clearing Members.

Clearinghouse. The term Clearinghouse means International Derivatives Clearinghouse, LLC.

Contract. The term "Contract" means any contract, agreement or transaction conforming to the Contract Specifications for IDEX Interest Rate Swap Futures set forth in Chapter 1500 of the Rules that is listed by the Exchange for trading through IDEX XT or executed through an EFS transaction using the IDEX SwapDrop Portal, in each case subject to the Rules.

Customer. The term "Customer" has the meaning attributed to it by Commission Regulation 1.3(k).

Customer Account. The term "Customer Account" means an account carried by a Clearing Member on behalf of a Customer, which, for the avoidance of doubt, may be another Member or Member Organization.

Customer Order. The term "Customer Order" means an Order submitted on behalf of a Customer Account.

Daily Settlement Price. The term "Daily Settlement Price" means with respect to any Contract the price at which such Contract settles at the conclusion of any Trading Day as described in Rule F27.

Discretionary Order. The term "Discretionary Order" means an Order for a Customer Account for which the Member or Member Organization has discretion as to the Contract type, the price, or the quantity purchased or sold.

Exchange of Futures for Swaps (EFS). The term "Exchange of Futures for Swaps" or "EFS" means a transaction in which an over the counter interest rate swap contract is reported to the IDEX SwapDrop Platform and is replaced by a corresponding and economically equivalent Exchange listed Contract that is cleared by the Clearinghouse as described in Rule F8.

Final Settlement Price. The term "Final Settlement Price" means with respect to any Contract the price at which such Contract settles at the conclusion of the Last Trading Day for that Contract as described in Rule F27.

IDEX Best Bid and Offer. The term "IDEX Best Bid and Offer" means for each Contract then listed and trading through IDEX XT the current disseminated highest bid and lowest offer in the Order Book.

IDEX SwapDrop Portal. The term "IDEX SwapDrop Portal" means the web portal maintained by the Exchange which is utilized by Members, Member Organizations and Authorized Traders to report EFS transactions involving Contracts as described in Rule F8.

IDEX XT. The term "IDEX XT" means the electronic trading system maintained by the Exchange for the receipt, entry, cancellation, storage, display, matching, and reporting of Orders and trades in Contracts.

Last Trading Day. The term "Last Trading Day" means with respect to any Contract, the day specified by the Exchange for the conclusion of trading of such Contract.

Limit Order. The term "Limit Order" means an instruction to buy at a specified limit price or better or to sell at a specified limit price or better, which, if not executed, expires at the end of the Trading Day on which it was entered.

Market Data. The term "Market Data" means any and all price, quantity, and time data from any and all Orders submitted to, and trades executed by or through, the IDEX XT, and any EFS transactions reported to the IDEX SwapDrop Portal, any data derived from the foregoing, the format and presentation of any such data or information, any Daily Settlement Price or Final Settlement Price, and the transmissions of such data or information to Members, Member Organizations, any party that has entered into an agreement with the Exchange or Clearinghouse to distribute the above-described data or information or other Person.

Member ID. The term "Member ID" means a unique identification code assigned by the Exchange to each Member or Member Organization.

Non-Clearing Member. The term "Non-Clearing Member" means a Member or Member Organization that is not a Clearing Member of the Clearinghouse.

Order. The term "Order" means a bid or offer submitted to IDEX XT for a certain quantity of a Contract at a specified price or better, and includes all Order types defined in Rule F14.

Order Book. The term "Order Book" means all Orders received by IDEX XT for a particular Contract that are not immediately filled or cancelled upon entry pursuant to an Immediate or Cancel Order instruction under Rule F14.

Person. The term "Person" means an individual or an organization.

PBOT Regulatory Alert. The term "PBOT Regulatory Alert" means a written communication titled "PBOT Regulatory" that the Exchange posts on its website and sends to Members and Member Organizations as described in Rule F36, which has the force and effect of a Rule.

Proprietary Account. The term "Proprietary Account" shall have the meaning ascribed to it by Commission regulation 1.3(y).

Rule. The term "Rule" means rules adopted, and PBOT Regulatory Alerts published, by the Exchange.

Trader ID. The term "Trader ID" means a unique personal identification code assigned to an Authorized Trader submitting an Order or reporting an EFS transaction by or through a Member or Member Organization that is in a form and provided in a manner acceptable to the Exchange.

Trading Day. The term "Trading Day" means a day that the Exchange is open for trading in Contracts.

(b) For all purposes of the Rules, unless otherwise expressly provided:

(1) any time period which expires on a day which is not a Trading Day as defined in Rule F4 will expire on the next succeeding Trading Day;

(2) all references to the Act or the Commission's regulations or Rules of the Exchange or rules of the Clearinghouse include such provisions as amended, modified, supplemented, restated, or replaced from time to time;

(3) all references to the Commission includes any successor to the Commission;

(4) as permitted by the context any gender specific reference also include the other gender; and

(5) as permitted by the context any reference in the singular includes the plural and vice versa.

Rule F3. Listed Contracts

The Exchange shall determine and publish from time to time through a PBOT Regulatory Alert the Contracts listed for trading through IDEX XT and/or reporting for clearing through the IDEX SwapDrop Portal.

Rule F4. Trading Days and Hours

Except as provided in Rule F32 and Rule F33, the Exchange shall determine and publish through a PBOT Regulatory Alert the days on which the Exchange is open for business, the opening and closing hours of the market, and the opening and closing trading times for each Contract.

Rule F5. No Member or Member Organization may submit or permit to be submitted Orders into IDEX XT and/or report or permit to be reported EFS transactions to the IDEX SwapDrop Portal unless it has provided to the Exchange a completed IDEX XT and IDEX SwapDrop Portal Terms of Use, Clearing Addendum, and Registration Agreement in form and substance acceptable to the Exchange.

Rule F6. General Trading Standards and Prohibited Practices

(a) No Member or Member Organization may accept a Customer Order for submission to IDEX XT unless the Member or Member Organization has provided the Customer with the Uniform Electronic Trading and Order Routing Systems Disclosure Statement or any successor disclosure published by the National Futures Association.

(b) No Member or Member Organization shall disclose the existence or terms of an Order for execution through IDEX XT not yet disseminated by the Exchange, except to representatives of the Exchange or Commission or otherwise for the sole, necessary, and appropriate purpose of executing the Order.

(c) No Member or Member Organization shall aggregate two or more Customer Orders, allocate trades, or provide for average price transactions among multiple Customer Accounts.

(d) No Member or Member Organization shall knowingly submit to IDEX XT an Order for any Contract for the account of that Member or Member Organization or any account in which that Member or Member Organization has an interest while holding an Order of another Person for the same Contract on the same side of the market that is executable at the then current market price or at the price at which the Order is executable for the account of the Member or Member Organization or an account in which that Member or Member Organization has an interest.

(e) No Member or Member Organization shall exercise discretion and submit an Order to or through IDEX XT or report an EFS transaction to the IDEX SwapDrop Portal for an account of another Person without the prior specific consent of that Person; provided, however, that prior specific consent required by this Rule does not apply to an Order for a Proprietary Account of the Member or Member Organization.

(f) No Member or Member Organization shall accept or submit any Order to or through the IDEX XT or report an EFS transaction to the IDEX SwapDrop Portal for an employee, agent, or other

Person acting on behalf of another Member, Member Organization, or its associated Authorized Traders without the prior written consent of that other Member or Member Organization, which is filed with the Exchange. If an Order or an EFS transaction for another Member or Member Organization results in a transaction, then the Member or Member Organization through which the Order is submitted to the IDEX XT or the EFS transaction is reported to the IDEX SwapDrop Portal must promptly send a duplicate confirmation of the transaction to the Person providing the prior written consent of the other Member or Member Organization.

(g) Members, Member Organizations, and Authorized Traders shall not:

(1) Engage in practices that may cause degradation of the Exchange's services or facilities, including but not limited to IDEX XT and the IDEX SwapDrop Portal, or that may cause a disorderly market, including but not limited to, unwarranted cancellations and resubmission of Orders;

(2) Engage in pre-arranged transactions other than transactions executed in compliance with Rule F8 or F23; or

(3) Engage in acts, practices, or conduct contrary to the purposes of the Exchange or likely to bring the Exchange into disrepute. These prohibited practices include, but are not limited to:

(i) effecting a transaction in, or inducing the purchase or sale of, any Contract through any manipulative, deceptive, or fraudulent device or contrivance;

(ii) engaging in price manipulation or cornering of the market;

(iii) knowingly engaging in transactions in Contracts: (a) in which the Member, Member Organization or its Customer is both the buyer and the seller of the Contract for the same account or accounts under the same ownership, or (b) that are designed to artificially inflate volume and/or cause the reporting of a misleading price level; provided, however, if a Member, Member Organization or a Customer is unintentionally both the buyer and seller on the same transaction as a result of Orders generated by an automated algorithmic trading program or programs, or as a result of the independent entry of Orders by two Authorized Traders, the inadvertent entry into such transaction will not be deemed a violation of this Rule;

(iv) engaging in accommodation transactions, by which one party enters into a Contract with another party knowing or having reason to know that such transaction was an attempt to conceal a trading abuse;

(v) engaging in "front-running" or "trading-ahead," where a party knowingly places an Order or executes a trade for a Contract while in possession of material non-public information concerning an imminent Customer Order;

(vi) engaging in "cherry picking," where a party assigns a trade for a Customer to the account of another Customer or party (for any reason, even if only temporarily, where the situation is not remedied) and the trade assigned to the other Customer or party is at a superior price than the trade price received by the Customer;

(vii) withdrawing, withholding, disclosing, or taking advantage of a Customer Order in whole or in part for the benefit of any other Person;

(viii) engaging in compensation trades, where one or more parties executes non-competitive trades to transfer money between accounts; and

(ix) engaging in conduct or practices detrimental to the best interests of the Exchange.

Rule F7. Responsibility for Orders and EFS transactions

(a) Each Member and Member Organization is responsible for all Orders and EFS transactions submitted through its Member ID by any Person even if the Orders or EFS transactions received (i) were entered as a result of a failure in security controls and/or credit controls, (ii) were entered by an unknown or unauthorized Person, or (iii) exceeded Clearing Member's credit controls. Each Member and Member Organization must reasonably ensure that all Orders and EFS transactions submitted through its Member ID are submitted in good faith to execute bona fide trades and that the Orders and EFS transactions comply with all applicable provisions of the Act, Commission regulations and related requirements, all Rules (including PBOT Regulatory Alerts), and all Exchange regulatory and operational orders and procedures.

(b) Each Member and Member Organization must have at least one Authorized Trader that is designated as a contact person for such Member or Member Organization. Each Member and Member Organization must provide to the Exchange the name, title, telephone number and other contact information for its Authorized Trader contact person(s) in the manner, format, and following the procedures established by the Exchange and as described in a PBOT Regulatory Alert.

(c) Each Authorized Trader that is designated by a Member or Member Organization as a contact person is responsible for all business conducted by or through the Member or Member Organization's Member ID. Each Authorized Trader contact person must sign a written statement provided by the Exchange whereby the Authorized Trader contact person consents to the jurisdiction of the Exchange and the Commission and agrees to observe and be bound by the By-laws and Rules of the Exchange, the Act, Commission regulations and related requirements, and all Exchange regulatory and operational orders and procedures. Among other duties and responsibilities that the Exchange may impose, an Authorized Trader contact person must:

(1) Have the authority to modify or withdraw any Order or EFS transaction entered or reported under his or her Member Organization's Member ID;

(2) Have the ability to identify immediately for the Exchange the sources of all Orders and EFS transactions submitted under his or her Member Organization's Member ID;

(3) Ensure that all activity conducted under his or her Member Organization's Member ID complies with all applicable provisions of the Act, Commission regulations and related requirements, all Rules (including PBOT Regulatory Alerts), and all Exchange regulatory and operational orders and procedures; and

(4) Ensure that any Person conducting business under his or her Member Organization's Member ID is competent and appropriately trained.

(d) No Member, Member Organization, or Person associated with a Member Organization shall submit an Order to IDEX XT or report an EFS transaction to the IDEX SwapDrop Portal unless the Order is submitted with the Member ID attached in the manner, format, and following the procedures established by the Exchange. Each Member, Member Organization, Authorized Trader contact person, and Person associated with a Member Organization must reasonably ensure that no Member ID is used by any Person not so authorized by the Member, Member Organization, Authorized Trader contact person, or these Rules.

(e) The Member Organization must identify the Person submitting each Order or EFS transaction by also attaching to the Order or EFS transaction a Trader ID, a unique identifier, in the manner, format, and following the procedures established by the Exchange and as described in a PBOT Regulatory Alert.

(f) In the manner, format, and following the procedures established by the Exchange in a PBOT Regulatory Alert, each Member and Member Organization must provide to, and keep current with, the Exchange the contact information for its Authorized Trader contact person(s) so that the Exchange can immediately reach the Authorized Trader contact person when Orders are resting in, being submitted to, or being executed by IDEX XT or EFS transactions are being reported to the IDEX SwapDrop Portal through the Authorized Trader's contact person's Member Organization's Member ID.

Rule F8. IDEX SwapDrop Portal - EFS Transactions

An exchange of futures for, or in connection with, a swap ("EFS") consists of two discrete and related, transactions; a swap transaction and a futures transaction involving a Contract between two parties. At the time the transaction is effected the buyer and seller of Contract must be, respectively, the seller and buyer of the swap agreement. The swap agreement component of the EFS transaction shall involve the economically equivalent interest rate swap instrument underlying the Exchange-listed Contract.

The IDEX SwapDrop Portal is hosted by the Exchange for the purpose of facilitating EFS transactions involving the exchange of privately negotiated over-the-counter interest rate swap agreements for Exchange-listed Contracts.

All Contracts are eligible for EFS transactions. All EFS transactions must comply with the following terms and conditions:

(a) Transaction Requirements

- (i) Both the buyer and the seller of the bilateral over-the counter swap agreement must be "eligible contract participants" as defined in the Commodity Exchange Act, as amended.
- (ii) The quantity covered by the swap agreement must be approximately equivalent to the quantity covered by the Contract.

- (iii) Any Member or Member Organization participating in an EFS transaction shall create, maintain and provide the Exchange with such documents and information with respect thereto, including confirmation statements evidencing the entering into the swap agreement between the parties, as the Exchange or its agents may request. Members, Member Organizations and Customers must retain and provide upon request appropriate documentation relating to the privately negotiated over-the-counter swap agreement component of each EFS transaction.
- (iv) For an EFS to be bona fide, both legs must be bona fide.

(b) Reporting Requirements

(i) The parties to an EFS transaction shall cause the transaction to be reported by an Authorized Trader to the Exchange through the IDEX SwapDrop Portal in accordance with such time frames and procedures as determined by the Exchange from time to time. The IDEX SwapDrop Portal may be accessed at www.swapdrop.com.

(c) All Contracts entered into as part of an EFS transaction shall be cleared pursuant to and subject to the rules and bylaws of the Clearinghouse.

Rule F9. Clearing Arrangements

(a) No Member or Member Organization shall submit an Order to IDEX XT, report an EFS transaction to the IDEX SwapDrop Portal or accept the transfer of a Contract unless the Member or Member Organization is either a Clearing Member, or a Non-Clearing Member guaranteed by a Clearing Member, pursuant to this Rule for Contracts.

(b) A designated Clearing Member is authorized by the Exchange to clear, carry, and guarantee specified Contracts for itself, its Customers, and Non-Clearing Members. To become a Clearing Member, a Member or Member Organization must (1) apply to the Clearinghouse (2) satisfy the criteria established by the Clearinghouse and the Exchange for Clearing Members, and (3) submit to the Exchange confirmation from the Clearinghouse that the Member or Member Organization is admitted to membership in the Clearinghouse.

(c) To maintain its Clearing Member designation under Rule F9(b), the Clearing Member must at all times continue to satisfy all criteria established by the Clearinghouse and the Exchange for designation as a Clearing Member for Contracts.

(d) A Clearing Member must provide the Exchange with a copy of each written agreement guaranteeing the performance of the Non-Clearing Member with respect to Contracts (referred to in Rules F9(d), (e), and (f) as a "Guarantee"). For purposes of this Rule F9(d), a Guarantee (1) guarantees and indemnifies the performance for the Contracts governed by the Guarantee; (2) remains in effect until terminated pursuant to Rule F9(e) notwithstanding any change to the Rules, the terms of any Contract, or the composition of any partnership (including, but not limited to, the death, retirement, admission or withdrawal of a partner); (3) applies to defaults by the Non-Clearing Member on any obligation related to a Contract or other claims governed by the Guarantee; and (4)

supplements, but does not substitute, any other agreement whereby the Clearing Member guarantees or indemnifies the Non-Clearing Member.

(e) To terminate a Guarantee, either party to the Guarantee (the Clearing Member or Non-Clearing Member) must immediately notify the Exchange of the termination of the Guarantee using the form, providing the information, and following the procedures established by the Exchange. Upon receipt of a request for termination of a Guarantee, the Exchange will act as promptly as required by the circumstances. A Guarantee remains in effect until the Exchange authorizes its termination and notifies both parties. Notwithstanding the termination of the Guarantee, the Clearing Member remains bound by the Guarantee for all Contracts governed by the Guarantee entered into by the Non-Clearing Member before termination of the Guarantee, but is not bound for any Contract made by, or transferred to, the Non-Clearing Member after termination of the Guarantee.

(f) If a dispute arises between the Clearing Member and the Non-Clearing Member concerning whether a Contract was entered into or transferred before or after the termination of a Guarantee: (1) the Clearing Member has the burden to demonstrate that the Non-Clearing Member entered into the Contract after termination of the Guarantee and (2) the Exchange may, within its discretion, provide the Clearing Member and Non-Clearing Member with information regarding the time at which the Non-Clearing Member entered into or transferred a Contract.

Rule F10. (RESERVED)

Rule F11. Customer Margin

(a) General Rules:

(1) No Member or Member Organization shall effect a transaction or carry a Customer Account without obtaining margin at the times, in the amounts, and in the forms required by this Rule.

(2) If a Member or Member Organization fails to obtain and maintain the required minimum margin deposits for a Customer Account pursuant to this Rule, the Exchange may require that the Member or Member Organization immediately liquidate all or part of the positions in the Customer Account to decrease or eliminate the margin deficiency.

(3) Nothing in this Rule prevents the Exchange, the Clearinghouse, a Member, or a Member Organization from imposing margin rates or requirements on a Customer that are higher or more stringent than the rates or requirements imposed by this Rule.

(4) Terms used in this Rule, but not otherwise defined by these Rules, have the meaning set forth in the Joint Audit Committee's Margins Handbook. In addition, a Member or Member Organization must follow the procedures specified in the Joint Audit Committee's Margins Handbook for the computation, issuance, collection, and offsets for margin calls and corresponding capital charges for the Member or Member Organization unless the Manual is inconsistent with these Rules, in which case these Rules prevail.

(b) Rates and Requirements:

(1) A Member or Member Organization carrying a Customer Account with Contracts must collect at least the minimum margin requirements established by the Exchange. The Exchange will publish the minimum initial and maintenance margin rates and other requirements for each Contract through PBOT Regulatory Alerts or other appropriate means. Any changes imposed by the Exchange to initial or maintenance margin rates or requirements apply to both new and existing positions and the Exchange may, within its discretion, establish different margin rates or requirements for different types of accounts.

(2) Unless otherwise required by this Rule, a Member must use a risk-based portfolio margining system acceptable to the Exchange to calculate the margin rates imposed on a Customer by this Rule.

(c) Account Administration, Classification, and Aggregation:

(1) Omnibus Accounts: If the Clearinghouse permits the use of omnibus accounts, a Member or Member Organization must calculate margin requirements for an omnibus account (whether domestic or foreign) on a gross basis. However, a Member or Member Organization may impose maintenance margin rates for positions in the omnibus account and need not impose the initial margin rates. To use spread or hedge margin rates, a Member must obtain a written representation from the omnibus account identifying the positions within the account that are spreads or bona fide hedges.

(2) Aggregation:

(i) When determining margin rates, margin calls, and the release of margin deposits, a Member or Member Organization may aggregate identically-owned accounts within the same regulatory account classification of Customer segregated, Customer secured, and non-segregated.

(ii) To satisfy a margin deficiency, a Member or Member Organization may not apply available free funds from an identically-owned account that has a different regulatory account classification. Instead, the Member or Member Organization must transfer the free funds from one identically-owned account in one regulatory account classification to another identically-owned account with a different regulatory account classification that is undermargined.

(iii) Except for omnibus accounts, a Member or Member Organization may calculate margin requirements on a net basis for concurrent long and short positions in identically-owned accounts within the same regulatory account classification.

(3) Extension of Credit: No Member or Member Organization shall extend or maintain credit to or for a Customer to evade or circumvent any requirements of this Rule. A Member or Member Organization may extend or maintain (or arrange for the extension or maintenance of) credit to or for a Customer to meet the margin requirements of this Rule only if the credit or loan is secured as defined by Commission regulation 1.17(c)(3) and the proceeds are treated by the Member or Member Organization in accordance with Commission regulation 1.30.

(d) Type, Form, and Value of Margin Deposits:

(1) A Member or Member Organization must only accept the following assets, securities, or instruments as margin deposits, which must be and remain unencumbered by third party claims:

(i) U.S. dollars,

(ii) U.S. government treasury and agency securities, and/or

(iii) money market mutual funds that meet the requirements of Commission regulation 1.25 (other than securities issued by the Customer or an affiliate of the Customer) and which have been approved by the Clearinghouse.

(2) If a Member or Member Organization accepts securities identified in this Rule as margin deposits, then the Member or Member Organization must value the securities at no greater than the current market value of the securities less any deductions specified by Securities and Exchange Commission rule 15c3-1.

(3) A Member or Member Organization must not consider any guarantee of a Customer Account when determining whether required margin in that account is satisfied.

(e) Margin Calls and Liquidation:

(1) Once additional margin deposits are required pursuant to this Rule, a Member or Member Organization must call for the additional margin as promptly as possible and in any event not more than one business day after the event giving rise to the call. Once the Member or Member Organization calls for the additional margin, the Member or Member Organization must collect the full amount of the required additional margin from a Customer as promptly as possible and in any event within a reasonable time. In a margin call, a Member or Member Organization must require that a Customer deposit additional margin so that the Customer's account at least meets the minimum initial margin requirement (i) when the margin equity in the account initially falls below the minimum maintenance margin requirements and (ii) subsequently when the margin equity plus existing margin calls on the account are less than the minimum maintenance margin requirements.

(2) After a margin call is made by a Member or Member Organization but before the Customer makes the required additional margin deposit, the Member or Member Organization may only accept an Order from the Customer to establish a new position if the Member or Member Organization reasonably believes that the Customer will meet the outstanding margin call within a reasonable time. If a margin call to a Customer is outstanding for an unreasonable time, a Member or Member Organization may only accept Orders from the Customer that will reduce the Customer's margin requirements.

(3) After a margin call is made by a Member or Member Organization, if the Customer fails to deposit the required additional margin deposit within a reasonable time, the Member or Member Organization may, but is not required to, liquidate all or a portion of the Customer's positions to restore the Customer's account to a properly margined level. However, the inability of a Member or Member Organization to liquidate all or a portion of the Customer's positions before the account equity results in a debit or deficit balance does not affect any liability of the Customer to the Member or Member Organization.

(4) A Member or Member Organization must make and retain a written record of the date, time, amount, and other relevant information for all margin calls made (whether made by telephone, in writing, or by other means) as well as margin calls reduced, satisfied, or relieved.

(5) A Member or Member Organization that liquidates all or a portion of the Customer's positions pursuant to this Rule is not deemed to have extended credit or made a loan to the Customer in violation of this Rule.

(f) Release of Margin: A Member or Member Organization may only release free funds in connection with a Customer Account if after release the Customer Account has at least free funds at the initial margin requirement level.

Rule F12. Submission of Orders and Reporting of EFS Transactions

(a) Members, Member Organizations, and other Persons through Members and Member Organizations, may through Authorized Traders submit Orders for matching to IDEX XT and report EFS transactions to the IDEX SwapDrop Portal during market hours as may be published from time to time by the Exchange.

(b) A Member or Member Organization must ensure that each Order (including an Order submitted through an electronic or automated order routing system pursuant to Rule F19) is recorded and time-stamped immediately upon receipt, execution, and any modification or cancellation.

(c) Each Order entered into IDEX XT or EFS transaction reported to the IDEX SwapDrop Portal shall include the following information:

(1) Member ID of the Clearing Member;

(2) Trader ID for the Authorized Trader submitting the Order or EFS transaction;

(3) Contract;

(4) buy or sell;

(5) price;

(6) Order instruction from Rule F14 (not applicable to EFS transactions);

(7) quantity;

(8) Customer Type Indicator (or "CTI" code) as prescribed by Commission regulation;

(9) Customer Account identifier; and

(10) Origin Code ("1" if the Order is for the Clearing Member's Customer Account; "2" if the Order is for the Clearing Member's Proprietary Account)

(d) A Member or Member Organization shall retain all memoranda reflecting Orders for a Customer Account in accordance with Rule 201 and shall retain those memoranda for the period required in Rule 201. A Member or Member Organization receiving a Customer Order other than in the form of an electronic or written record must comply with the requirements of Commission regulation 1.35(a-1)(1).

Rule F13. Reserved.

Rule F14. Order Instructions

Types of Order instructions accepted by IDEX XT are the following:

(a) Limit Order, which is an instruction to buy at a specified limit price or better or to sell at a specified limit price or better, which, if not executed, expires at the end of the Trading Day for which it was entered.. A Limit Order may be a:

(i) Fill and Kill (FAK) Order, which is a Limit Order to lift or hit a specified quantity and if less than the specified quantity is matched in the Order Book, the unexecuted balance of the Order is automatically cancelled.

(ii) Fill and Store (FAS) Order, which is a Limit Order to lift or hit a specified quantity and if less than the specified quantity is matched in the Order Book, the unexecuted balance of the Order remains in the Order Book until matched or otherwise cancelled;

(b) Cancel Order, which is an instruction to completely cancel an Order;

(c) Cancel Replace Order, which is an instruction to completely cancel a Limit Order and replace it with a new Limit Order that has a different quantity, price, and/or instruction;

(d) Cancel Leave Order, which is an instruction to cancel a portion, but not all, of the quantity of a Limit Order and leave the remaining quantity for execution without changing the price parameters of the Order;

(e) Hidden Size Order, or “Iceberg” which is a Limit Order with a “Shown” and “Hidden” quantity. Upon execution of the shown quantity, a new shown quantity is displayed in the Order Book equal to the original shown quantity (thus reducing the hidden quantity). When Hidden quantity becomes Shown quantity it receives the same time priority as the first Shown quantity of the same Hidden Size Order, provided that any Shown quantity of other orders in the Order Book has priority over Hidden quantity.

Rule F15. Timely Order Entry

Unless a Customer instructs otherwise, a Member or Member Organization that receives an Order for the account of another Person shall submit the Order to IDEX XT immediately through an Authorized Trader, or as soon as practicable, and in the sequence received. If the Member or Member Organization cannot enter Orders received immediately into IDEX XT, then the Member or Member Organization must (a) make a written record in non-erasable form of the Orders received and (b) submit the Orders received into the IDEX XT in the sequence received once able to do so.

Rule F16. Order Status, Change, or Cancellation

(a) All Orders submitted to IDEX XT are firm and remain open until executed, changed, or cancelled. All open Orders in IDEX XT automatically cancel at the close of each Trading Day.

(b) A Member or Member Organization may edit an Order's price, change its quantity, or change its Order instruction in accordance with Rule F14, once the Order Book holds the Order. If the quantity is reduced for an Order held in the Order Book, then the Order's position in the time-priority queue remains unchanged. Any other change to an Order is treated as a new Order for purposes of the time-priority queue. To increase the quantity of an Order, the Member or Member Organization may either submit to IDEX XT a new Order for the incremental quantity increase or may enter a Cancel Replace Order for the greater amount.

Rule F17. Reserved.

Rule F18. Order Matching

(a) IDEX XT matches Orders in price priority with the highest bid or lowest offer for a Contract having priority over all other Orders for the same Contract. When IDEX XT has multiple Orders for a contract at the highest bid or lowest offer, then time priority determines the order of matching.

Rule F19. Automated Order-Routing Systems

(a) If any Member or Member Organization provides any Customer, other Members or Member Organizations, or any other Person access to an electronic or automated order-routing system that enables the submitting of Orders directly to the IDEX XT, then that Member or Member Organization must, prior to submitting any such Orders, complete the Exchange's conformance testing and certification procedures as are published in a PBOT Regulatory Alert from time to time, and:

(1) adopt and enforce written procedures reasonably designed to protect the reliability and confidentiality of Customer Orders and Customer Account information at all points during the order-routing process, and assign responsibility for overseeing the process to individuals who understand how the order-routing process works and who are capable of evaluating whether the process complies with relevant procedures;

(2) adopt and enforce written procedures reasonably designed to maintain adequate personnel and facilities for the timely and efficient delivery of Customer Orders and reporting of executions, and to timely handle Customer complaints about Order delivery and reporting;

(3) adopt and enforce written procedures reasonably designed to prevent the order-routing system from being used to create undue financial risks for the Member or the Member Organization or its other Customers;

(4) reasonably ensure that the order-routing system has adequate operational capacity and that the operational capacity is consistent with the representations made by the Member or Member Organization to Customers, other Members or Member Organizations, and other Persons; and

(5) ensure that the order-routing system complies with all applicable Rules of the Exchange, provisions of the Act, Commission regulations and registration requirements, and rules of the National Futures Association, including, without limitation, maintenance of an audit trail of all Order information in compliance with the requirements of Commission regulation 1.35.

(b) A Member or Member Organization is fully responsible for all Orders submitted directly to IDEX XT through its electronic or automated order-routing system as if the Member or Member Organization had placed each Order itself.

Rule F20. Average Price Transactions

A Member or Member Organization that is a registered futures commission merchant may confirm for a Customer Account an average price when multiple execution prices are received on an Order or series of Orders if all the following requirements are met:

(a) The Customer has requested average price reporting and has received appropriate disclosure of the method used to calculate the average price.

(b) Each Order is, or series of Orders are, for the same Customer Account.

(c) Each Order is, or series of Orders are, for the same Contract, market direction (i.e., purchase or sale), and Order instructions pursuant to Rule F14.

(d) Each individual trade is submitted to, and cleared by, the Clearinghouse at the price executed.

(e) The Member or Member Organization calculates and confirms the weighted average mathematical price by (1) multiplying the number of contracts purchased or sold at each execution price by that price; (2) adding the results together; and (3) dividing the sum by the total number of contracts. For a series of Orders, the Member or Member Organization may compute the average price based on each Order in the series. The Member or Member Organization may confirm to the Customer either the actual average price or an average price rounded up for a buy Order, or rounded down for a sell Order, to the nearest price increment.

(f) The applicable confirmation and monthly account statement provided to each relevant Customer indicates that the price represents an average price.

(g) The Member or Member Organization does not average its proprietary trades with Customer trades that are subject to average price calculations.

(h) The Member or Member Organization creates and maintains records (in accordance with Commission regulation 1.31) to support its average price calculations pursuant to this Rule and the allocations into Customer Accounts and makes those records available for inspection by the relevant Customers upon request.

Rule F21. Trade Confirmations and Objections

The Exchange will promptly confirm each trade resulting from the electronic matching of bids and offers through IDEX XT and EFS transactions reported to the IDEX SwapDrop Portal. If appropriate, upon receipt of a trade confirmation, the relevant Member or Member Organization must promptly object in writing to the Exchange; and under no circumstances will the Member or Member Organization object to any trade later than one hour after the close of trading for the relevant Contract on the applicable Trading Day.

Rule F22. Reserved.

Rule F23 Reserved.

Rule F24. Price Improvement

(a) A Member or Member Organization that obtains a better price executing a Customer Order must offer the entire price improvement to the Customer, subject to Rule F24(b).

(b) A Member or Member Organization that executes a Customer Order for the wrong Contract or price, but otherwise executes the trade consistent with the Customer's instructions (1) may offset any loss suffered from the erroneous trade against any improvement achieved for the Customer on a properly executed Order and (2) must offer any net improvement received to the Customer.

(c) If a Member or Member Organization fails to timely submit a Customer Order, then upon discovery of the error the Member or Member Organization (1) may promptly seek to execute the Customer Order at the best obtainable price without obtaining new instructions from the Customer, but (2) must report any resulting trade to the Customer at the price actually executed and provide any price benefit to the Customer. If a Member or Member Organization fails to timely submit a Customer Order and does not upon discovery promptly seek to and execute the Customer Order, then the Member or Member Organization must (1) notify the Exchange and Customer of the error and (2) provide the Customer with a monetary adjustment equivalent to the price at which the Customer Order should have been executed.

(d) If provisions of this Rule F24 conflicts with any instructions of the Customer related to the Customer Order, then the instructions of the Customer prevail.

Rule F25. Customer Order Error Correction Procedures

(a) Upon the request of a Member or Member Organization that failed to execute or made an error in executing or reporting a Customer Order ("Erring Member"), the Exchange may, in its sole discretion, permit the correction of the error to protect the interest of the Customer, as provided for in this Rule.

(b) To use the provisions of this Rule to correct an error in a Customer Order, the Erring Member must provide the Exchange with (1) a completed and signed error correction request form, (2) evidence that the Order reported to the Customer could have been reasonably executed on IDEX XT, (3) the relevant completed Order ticket or similar record, and (4) any other evidence that the Exchange reasonably requests.

(c) If an Erring Member discovers an error in a transaction for a Customer in a Contract when the market is open, then the Erring Member may request the use of the provisions of this Rule if:

(1) the price reported to the Customer was worse than the actual transaction execution price, but the Customer declined the price improvement in whole or part,

(2) the price reported to the Customer was better than the actual transaction execution price, or

(3) the Customer Order was executed in the wrong Contract, or direction (i.e., a buy rather than a sell or vice versa) and if the Erring Member executed the original Customer Order at the current market price the Customer would receive a worse price than the price reported to the Customer.

(d) An Erring Member that discovers an error after the market has closed for the relevant Contract must comply with the price improvement provisions of Rule F24(b) except that the Daily Settlement Price for the Contract serves as the reference price to determine whether the price reported to the Customer was better or worse than the current market price.

(e) If the Erring Member traded in the wrong Contract, or direction (i.e., a buy rather than a sell or vice versa), then the Erring Member need only offer the net improvement, if any, to the Customer as described in Rule F24(b).

(f) If the Erring Member has not executed a trade or executed a trade in the wrong Contract, or direction (i.e., a buy rather than a sell or vice versa) and the current market price for the Order at the time the error is discovered is better than the price erroneously reported to the Customer, then the Erring Member must execute the Customer Order on IDEX XT and may not use the provisions of this Rule.

Rule F26. Transaction Nullifications or Modifications

(a) The Exchange shall approve a request to nullify a trade only if it has determined that exceptional circumstances exist. The Exchange, in its sole discretion, may find that exceptional circumstances exist and accordingly nullify a transaction in a Contract only if, at a minimum, (1) the transaction

has taken place outside the "No-Break Range" and (2) the Exchange determines that the transaction has taken place at an unrepresentative price.

(b) The "No Break Range" for any Contract shall be any price within a range bounded by the "fair market value" of such Contract at the time the transaction occurred plus or minus the market movement covered by one-third of the initial margin required for such Contract. For these purposes fair market value shall be determined by the Exchange by surveying at least three market participants not involved in the transaction in question.

(c) When determining whether to nullify a transaction that has been determined to be outside the No- Break Range the Exchange may consider one or more of the following factors:

(1) the opening price levels of the Contract on the IDEX XT;

(2) the price movements of related Contracts;

(3) the current market conditions, including levels of activity and volatility;

(4) the last trade price for the Contract;

(5) the speed of execution;

(6) the information regarding price movements in related markets, the release of economic data, or other relevant news immediately before or during the trading session;

(7) an obvious error;

(8) the proximity of the trade to the close of the market; and

(9) the impact of the error transactions on other transactions.

(d) When nullifying a transaction pursuant to Rule F26(a), the Exchange will act as soon as practicable and will promptly notify the Authorized Trader contact person for the Member Organizations submitting each side of the transaction of any nullification pursuant to this Rule by telephone or any other means that the Exchange deems appropriate.

(e) A Member or Member Organization that executes a transaction in a Contract in error, at an unrepresentative price which is outside the "No-Break Range" specified in the relevant Contract specifications, may, within 10 minutes of the Order execution, contact the Exchange to seek to modify or nullify the transaction pursuant to Rule F26(a), (b) and (c).

(f) The Exchange may, within its sole discretion, nullify or modify a transaction in a Contract if an error occurs as a result of a disruption or malfunction of IDEX XT or its related communication or other systems.

(g) The Exchange will notify all Authorized Trader contact persons as soon as practicable (through means deemed appropriate by the Exchange) of (1) trades that the Exchange is investigating

pursuant to this Rule and (2) trades that the Exchange has modified or nullified pursuant to this Rule.

(h) The Exchange's nullification or modification of transactions in Contracts pursuant to this Rule is final.

Rule F27. Publication of Settlement Prices

The Exchange shall publish Daily and Final Settlement Prices established by the Clearinghouse at the times and using the methodology established by the Clearinghouse as described in the Contract specifications.

Rule F28. Position Limits

(a) Unless otherwise provided by this Rule F28, no Person shall own or control, separately or in combination, a net long position or a net short position in an IDEX Contract in excess of any position limit established by Commission regulations or the Exchange and set forth in the Contract specifications for that Contract. No Member or Member Organization shall effect a transaction in a Contract that the Member or Member Organization knows or has reason to believe would result in the Member, the Member Organization, a Customer, or any other Person holding or controlling, separately or in combination, a net long position or net short position in excess of a position limit established by Commission regulations or the Exchange.

(b) To determine whether a Person is complying with any position limit or accountability reporting requirement established by the Exchange or Commission regulations (1) all positions in accounts for which a Person, by power of attorney or otherwise, directly or indirectly holds positions or controls trading shall be aggregated and (2) positions held by two or more Persons acting pursuant to an expressed or implied agreement or understanding shall be aggregated as if the positions were held by a single Person.

(c) The position limits in this Rule do not apply to bona fide hedging positions meeting the requirements of Commission regulation 1.3(z)(1). However, the Exchange may limit bona fide hedging positions or any other positions that have been exempted pursuant to Commission regulation 150.5(e) if the Exchange determines that the positions are not in accordance with sound commercial practices or exceed an amount which may be established and liquidated in an orderly manner.

(d) To request an exemption from Rules F28(a) through and including F28(c), a Person must apply to the Exchange pursuant to this Rule F29(d) by providing the information requested and following the procedures established by the Exchange. When considering whether to grant an exemption, the Exchange will take into account the factors contained in Commission regulation 150.5(d)(1).

Rule F29. Reportable Positions

Each Member or Member Organization required to file any report, statement, form, or other information with the Commission pursuant to Commission regulations Part 15, 17, or 18 concerning any Contract must simultaneously file a copy thereof with the Exchange. Each Member or Member Organization must submit the report, statement, form, or other information to the Exchange in the form and manner designated by the Exchange.

Rule F30. Transfers of Positions

(a) A Clearing Member may transfer a position on its books to:

(1) correct errors in an existing Contract, provided that the original trade documentation confirms the error;

(2) transfer an existing Contract from one account to another within the same Member or Member Organization where no change in ownership is involved;

(3) transfer an existing Contract from one Clearing Member to another Clearing Member where no change in ownership occurs; or

(4) transfer an existing Contract through operation of law from death or bankruptcy.

(b) Upon written request, the Exchange may, in its sole discretion, allow the transfer of a position as a result of a merger, asset purchase, consolidation, or similar non-recurring transaction for an association, limited liability company, partnership, trust, corporation, or other entity.

(c) Clearing Members must transfer positions pursuant to this Rule at the same prices that appear on the books of the transferring Clearing Member, and the transfer must indicate the date when the original trade was made. Each Clearing Member that is a party to a transfer of positions must make and retain records stating the nature of the transaction, the name of the counter-party Clearing Member, and any other information required by the Clearinghouse.

Rule F31. Daily Trading Information

Each Member or Member Organization must file with the Exchange a report or reports concerning the Proprietary Account, Customer Accounts, or portions thereof of the Member or Member Organization as the Exchange may require to facilitate the Exchange's compliance with Commission regulation Part 16 or which the Exchange may otherwise deem necessary or appropriate.

Rule F32. Trading Restrictions and Suspensions

(a) The President or his delegate is authorized at any time to restrict or suspend trading in any Contract after consultation with the Clearinghouse if he believes that the restriction or suspension is necessary or appropriate to preserve market integrity, maintain fair and orderly trading, or otherwise further the public interest or for the protection of investors.

(b) Any trading restrictions or suspensions imposed pursuant to Rule F32(a) may include without limitation:

(1) a change in the closing time and/or the time for determining the Daily Settlement Prices for that Trading Day; and/or

(2) a setting of Daily Settlement Prices by the President or his delegate based on the following:

(i) the mid-point of IDEX XT Best Bid and Offer for the Contract maturity immediately before the restriction or suspension;

(ii) if the mid-point of the IDEX XT Best Bid and Offer appears unrepresentative of fair market value, then the IDEX XT Best Bid and Offer will be adjusted by the last representative basis differential; or

(iii) any other methodology deemed appropriate by the President or his delegate under the circumstances.

(c) The President or his delegate may lift a trading restriction or suspension imposed by this Rule if the President or his delegate believes that trading can resume on a fair and orderly basis and the public interest is served.

(d) No trading restriction or suspension imposed under this Rule shall continue for more than two business days (or as soon thereafter as a quorum of the Board can be assembled) unless the Board approves of the continuation of the restriction or suspension.

(e) Any trading restrictions or suspensions imposed under this Rule will be communicated by a PBOT Regulatory Alert or other means that the Exchange determines appropriate. The Exchange will document its decision-making process and the reasons for using its authority under this Rule, and consult with Commission staff as necessary and appropriate.

Rule F33. Regulatory Trading Halts (RESERVED)

Rule E34. Restrictions on Message Traffic

At any time, the Exchange may, in its sole discretion, restrict the electronic transmissions or submissions to the IDEX XT by Members or Member Organizations of Orders, modifications or cancellations of Orders, trade reports, and other messages or vice versa ("Message Traffic") to safeguard the operations or integrity of IDEX XT or to preserve market integrity, fair and orderly trading, or the public interest or for the protection of investors.

Rule F35. Proprietary Nature of Market Data

All Members, Member Organizations, Authorized Traders, and all employees, agents, vendors, and other Persons affiliated with the foregoing:

(a) understand and acknowledge that the Clearinghouse has a proprietary interest in Market Data, the IDEX Best Bid and Offer, and all related trade data and settlement prices relating to all Contracts traded through IDEX XT or reported through the IDEX SwapDrop Portal;

(b) agree not to take any action contrary or detrimental to the Clearinghouse's interest and to take reasonable measures to ensure that no such action is taken by any Person affiliated with them.

Rule F36. Notices to the Exchange, Members, and Member Organizations.

(a) Members and Member Organizations shall provide any required notice to the Exchange in the manner set forth in these Rules, PBOT Regulatory Alerts, or other Exchange regulatory or operational orders or procedures, as applicable.

(b) A PBOT Regulatory Alert shall become effective at the time published by the Exchange on its website or at any later time as determined appropriate by the Exchange and as stated therein. As soon as reasonably practicable, the Exchange shall provide each Member and Member Organization with a copy of a PBOT Regulatory Alert by:

transmitting electronically a copy to the Member or Member to the electronic mail address, if any, supplied to the Exchange by the Member or Member Organization in the manner specified by the Exchange for receipt of PBOT Regulatory Alerts.

(c) Subject to Rule F36(a) and except as otherwise expressly provided in the Rules, the Exchange may provide any other notice to a Member, Member Organization, or Authorized Trader by:

(1) handing a copy to the Member, Member Organization, or Authorized Trader, or

(2) mailing a copy to the Member, Member Organization, or Authorized Trader Contact to the address supplied to the Exchange by the Member, Member Organization, or Authorized Trader for notice, or

(3) transmitting electronically a copy to the Member, Member Organization, or Authorized Trader (including, through a facsimile or electronic-mail transmission) to the address supplied to the Exchange by the Member, Member Organization, or Authorized Trader for notice, or

(4) posting the notice on the Exchange's website.

Rule F37. Limitation of Liability For IDEX XT

(a) Except for any party found to have engaged in willful or wanton misconduct, neither the Exchange (which for purposes of this Rule F37 includes its parents, subsidiaries and affiliates), its Members or Clearing Members, the Clearinghouse, International Derivatives Clearing Group LLC, NASDAQ OMX, nor any of its or their respective officers, directors, employees, or agents shall be

liable to any Person (including, but not limited to, a Customer) for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) arising from (1) any failure or malfunction of IDEX XT, the IDEX SwapDrop Portal or the Clearinghouse or any Exchange services or facilities used to support IDEX XT or the IDEX SwapDrop Portal including but not limited to any user interface or any inability to enter or cancel Orders or report transactions (the "IDEX XT Complex"), or (2) any fault in delivery, delay, omission, suspension, inaccuracy or termination, or any other cause, in connection with the furnishing, performance, maintenance, use of or inability to use all or any part of the IDEX XT Complex. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability or otherwise. The foregoing shall not limit the liability of any Member, Member Organization, Clearing Member, or any of their respective officers, directors or employees for any act, incident, or occurrence within their control. For purposes of this Rule F37, the "IDEX XT Complex" shall include any exchange facilities or services used to support exchange of futures for swaps transactions pursuant to Rule F23 and Rule F7.

(b) No express or implied warranties or representations regarding the IDEX XT Complex are provided by the Exchange or the IDCG, including, but not limited to, warranties of merchantability and warranties of fitness for a particular purpose or use.

(c) Any dispute arising from the use of IDEX XT Complex or the Clearinghouse in which the Exchange, the Clearinghouse or any of its or their respective officers, directors, employees or agents is a party shall be construed and enforced in accordance with the laws of the State of Pennsylvania, without reference to that State's choice of law principles. Any actions, suits, or proceedings against any of the above must be brought within two years from the time that a cause of action has accrued, and any party bringing such action consents to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Philadelphia County, Pennsylvania, and waives any objection to venue and any right to trial by jury.

(d) This provision shall in no way create a cause of action and shall not authorize an action that would otherwise be prohibited by the Rules of the Exchange.

Deleted language is struck through; new language is underlined

Rule 10. Clearing Corporation

The term "Clearing Corporation" means the Options Clearing Corporation, in the case of contracts cleared by the Options Clearing Corporations or the International Derivatives Clearinghouse, in the case of contracts cleared by the International Derivatives Clearinghouse.

Rule 11. Clearing Member

The term "clearing member" means a member organization of the Exchange which is a member of (a) the Options Clearing Corporation, in the case of contracts cleared by the Options Clearing Corporation, or (b) the International Derivatives Clearinghouse, in the case of contracts cleared by the International Derivatives Clearinghouse.

Rule 1201. Scope and Application of Section

The Rules in this Section shall be applicable to the trading on the Exchange's PBOT XL electronic trading platform of foreign currency futures contracts issued by the Options Clearing Corporation, the contract specifications of each foreign currency futures contract, the settlement thereof, and other matters relating to such foreign currency futures contracts. Procedures for matters not specifically covered herein shall be governed by the generally applicable rules of the Exchange.

Rule 1401. Scope and Application of Section

The Rules in this Section shall be applicable to the trading on the Exchange of broadbased stock index futures contracts issued by the Options Clearing Corporation and based upon indexes (the "Phlx Indexes") owned and maintained by the Philadelphia Stock Exchange, Inc., the terms and conditions of such contracts, the delivery and settlement thereof, and other matters relating to such contracts. Phlx Index futures contracts shall be listed on the Phlx Oil Service Sector Index (the "Oil Service Index"), the Phlx Semiconductor Sector Index (the "Semiconductor Index"), and the Phlx Housing Sector Index (the "Housing Index") (collectively, the "Phlx Index Futures Contracts"). The Phlx Index Futures Contracts shall trade on the PBOT XL trading system.

Rule ~~1500-1700~~. Options Clearing Corporation Rules

The rights and obligations of purchasers and sellers of futures, options thereon and commodity options cleared by the Options Clearing Corporation, including but not limited to rights and obligations in respect of clearing and settlement, variation payments and performance at maturity, and in the case of futures options and commodity options upon exercise thereof, shall be as set forth in the By-Laws and Rules of the Options Clearing Corporation.

New language is underlined.

FEE SCHEDULE

TRANSACTION CHARGES (NOT APPLICABLE TO TRANSACTIONS IN PRODUCTS CLEARED BY INTERNATIONAL DERIVATIVES CLEARINGHOUSE)

a. Customer ¹ :	\$0.40 per contract side
b. Firm ² :	\$0.40 per contract side
c. Market Maker ³ :	\$0.00 per contract side

MEMBERSHIP-RELATED FEES

A. Application, Initiation and Seat Transfer Fees:

a. Application Fee:	\$350.00
b. Seat Transfer Fee:	\$250.00

B. Seat Lease

a. \$100.00 per month

C. Membership dues: \$100 per annum to be effective on the first of June each year (“annual dues”). The annual dues apply only to PBOT members who are not affiliated with a Philadelphia Stock Exchange member firm.

¹ PBOT clearing account type “C” to be cleared through a “segregated futures account”

² PBOT clearing account type “F” to be cleared through a “firm account”

³ PBOT clearing account type “M” to be cleared through a “segregated futures professional account” or a “proprietary futures professional account.”



FOIA CONFIDENTIAL TREATMENT REQUEST

December 23, 2008

VIA OVERNIGHT DELIVERY

Assistant Secretary for FOI, Privacy
and Sunshine Acts Compliance
Commodity Futures Trading Commission
Three Lafayette Center
1155 21st Street, N.W.
Washington, D.C. 20581

**Re: Request for Confidential Treatment of Materials Submitted on Behalf
of the Philadelphia Board of Trade, Inc.**

Dear Sir or Madam:

The Philadelphia Board of Trade, Inc. ("PBOT") hereby requests confidential treatment of the enclosed Clearing Services Agreement between PBOT and International Derivatives Clearinghouse, LLC dated as of August 20, 2008, and amendments thereto dated October 16, 2008, December 29, 2008, and December 22, 2008.

This request for confidential treatment is made pursuant to and in accordance with the Freedom of Information Act ("FOIA"), 5 U.S.C. 552, and Commission Rule 145.9, 17 C.F.R. 145.9. Confidential treatment is appropriate because this agreement contains trade secrets or confidential commercial information of PBOT. We request confidential treatment of this document indefinitely. Please contact me at (215) 496-5208 regarding any request under FOIA for access to this submission, so that we may substantiate the grounds for confidential treatment. We hope this request satisfies all FOIA and CFTC requirements.

Sincerely,

A handwritten signature in cursive script that reads "Carla Behnfeldt". The signature is written in black ink and is positioned above the printed name.

Carla Behnfeldt

cc: Ms. Riva Adriance